

Plaza Theatre Performing Arts Centre



Invitation to submit Proposals for
Food and Beverage Tenant/Operator for Plaza Annex

Owner
CITY OF EL PASO, TEXAS

Proposal Conference

The following series of Plaza Theatre Performing Arts Centre events, including a pre-proposal conference for this RFP, will be held on Friday, September 17th, 2004.

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| 12:00 | Walk Through of Plaza Theatre for prospective Proposers at the Plaza Theatre Centre |
| 1:00 p.m. | Informal discussion and interaction between City Personnel, Plaza Theatre Operator and Proposers at the Plaza Theatre Centre |
| 1:30 p.m. | Food and Beverage Tenant/Operator for Plaza Annex Proposal Conference – El Paso Museum of Art Conference Room |

The City understands that proposers may have questions with regard to the construction and renovation of the Centre, therefore, Proposers are invited to attend all events. Although attendance is not mandatory, proposers for this RFP are strongly urged to attend the Walk Through and the Proposal Conference. The El Paso Museum of Art is a short walk from the Plaza Theatre Centre.

Note:

The Plaza Theatre Performing Arts Centre was in an “unused state” for a number of years and is currently under construction/renovation. During the proposal walkthrough there will be dust particulates in the building. If you have allergies to dust then you may not want to attend. You may want to check with your physician or make other arrangements with regard to dust control protective clothing prior to entering the Centre. Airborne testing has been done and determined the environment to be non-hazardous, but you should be aware of the dusty conditions. Do not touch the walls or any exposed piping when in the Centre.

Proposers are required to provide a roster of attendees to Monica Vera no later than two (2) days prior to the conference. Please limit the number of attendees submitted to a maximum of five (5).

Questions that are submitted at least five days in advance of the conference will be discussed at the conference. Questions submitted after that will be handled as part of an addenda.

REQUEST FOR PROPOSALS
FOR FOOD AND BEVERAGE TENANT/OPERATOR FOR PLAZA THEATRE ANNEX
FOR
PLAZA THEATRE PERFORMING ARTS CENTRE
EL PASO, TEXAS

NOTE TO PROSPECTIVE PROPOSERS:

This Request for Proposals contains four (4) separate documents:

- Request for Proposals (RFP)
- Attachment "A" Floor Plan of Plaza Theatre Performing Arts Centre
- Attachment "B" City of El Paso and El Paso Empowerment Zone Business Incentives
- Qualifications and Experience Questionnaire
- Economic Impact Report

If your packet does not include these documents or if you require additional information, please contact:

Monica Vera
Telephone: (915) 541-4234
E-mail: verame@elpasotexas.gov

REQUEST FOR PROPOSALS
FOR FOOD AND BEVERAGE TENANT/OPERATOR FOR PLAZA THEATRE ANNEX
FOR
PLAZA THEATRE PERFORMING ARTS CENTRE
El Paso, Texas

INTRODUCTION

The City of El Paso (the "City") is currently restoring, renovating, and enhancing the historic Plaza Theatre, a performing arts theater, located in downtown El Paso. The historic Theatre was originally built in 1930, being utilized as a movie theater and as a vaudeville house. The City, in partnership with El Paso Community Foundation, has committed to renovate, restore, and enhance the historic Theatre in order that the historic Theatre, along with other properties being developed as a part of the Performing Arts Centre, will be used for entertainment, educational, meeting, and other purposes. Other areas in construction in the district include the City of El Paso Main Library, a New History Museum and the Cleveland Square Park. The City of El Paso has completed renovation of the Convention Center. The City of El Paso has built a new Museum of Art adjacent to the Plaza Theatre Centre complex.

The City of El Paso is soliciting proposals from qualified firms or joint ventures with an interest in:

- Developing a highly visible on-property Restaurant/bar, accessible from street or Plaza Centre to include turnkey design, development, build-out and operation of leasehold space.
- Providing catered food and beverages for receptions and special events that may be held throughout the Plaza Theatre Centre complex for theatre related events.
- Providing catered food and beverages for receptions and special events that may be held throughout the Plaza Theatre Centre complex and/or the Museum of Art when no theatre performances are scheduled.

BACKGROUND

By the late 1920s, El Paso was a growing metropolis. With a population of 100,000, El Paso already had two airports, numerous theaters, a fully-developed trolley system and all of the amenities of any other modern city.

At the center of it all was the Plaza Theatre, with its Spanish Colonial architectural style, which was designed by architect W. Scott Dunne and opened September 12, 1930 to a capacity crowd of 2,410. It was advertised as the largest theater of its kind between Dallas and Los Angeles. Designed as a modern film house with the flexibility of presenting stage shows, the Plaza eventually hosted popular traveling shows and movies, becoming a fixture in the lives of theatergoers for generations to come.

Although several theaters existed in downtown El Paso at the time the Plaza Theatre opened, its size, elaborate decor, and technical innovations made it stand out. No expense was spared in creating this elaborate building, designed in Spanish Colonial Revival style of architecture. While the exterior facade was designed to be reminiscent of a Spanish mission-style parapet, patrons were awed by the interior, with its intricately painted ceilings, mosaic-tiled floors, decorative metal railings and sconces and, to heighten the effect, antique furnishings. With such grandiose rococo design, it is no wonder the Plaza was known as The Showplace of the Southwest.

Perhaps most impressive of all was the Mighty Wurlitzer Organ, elevating from the orchestra pit to accompany vaudeville shows, sing-a-longs, and to entertain patrons before and after films. Its toy box provided it with the versatility to replicate such sounds as horses hooves, the ocean surf and birds chirping. In 1972, the Mighty Wurlitzer Organ was sold and housed at the home of a private collector in Dallas. Through the generosity of the late Karl O. Wyler, Sr. (former owner of KTSM television and radio stations), the organ was restored and returned to El Paso in 1998. It is presently on display and on-loan to Sunland Park Mall, awaiting its return to the Plaza Theatre after further refurbishment.

An event at the Plaza was more than simply seeing a show or a movie, but was a build-up of events. From the elaborate decor to the ushers catering to their every need, patrons were transported to a magical movie palace. Once seated, the theater lights would dim while tiny stars blinked and clouds appeared across the blue "sky". The organ would rise from the orchestra pit and the organist would play a musical medley. Finally, the show would begin. It's no surprise that during the Great Depression and World War II, the Plaza Theatre and other atmospheric theaters across the United States were an escape from the everyday world.

By the 1950s, two major influences factored into a slow decline in the Plaza Theatre's patronage. The advent of television (KROD-TV first appeared on the airwaves in 1952) and the rise of suburban

neighborhoods further and further away from downtown served as major challenges to the Plaza Theatre in addition to other downtown establishments. At the same time, a new source of competition arose with the advent of drive-in theaters in the late 1940s (The Chelsea at the corner of Chelsea and Montana Avenue was first built in 1946).

These experiences were not unique to the Plaza Theatre but were common to theaters across the United States as patrons began living further and further away from the downtowns they had once faithfully patronized. By the early 1970s, the theater was sold and much of the beautiful artwork, along with the Mighty Wurlitzer Organ was auctioned off. Only by the acquisition of the theater by the Dipp Family in 1973 was the Plaza saved from demolition at that time.

In 1986, after years of infrequent programming, the decision was made to demolish the Plaza Theatre in order to make way for a parking lot. Spurred by a groundswell of community support, El Paso Community Foundation began negotiations to raise the required \$1 million to save it from demolition. With only six short weeks to raise the funds, fundraising events were held across the community with the most visible effort being staged by actress Rita Moreno the day before the deadline. It was announced that evening that enough money had been raised to save the Plaza Theatre. After El Paso Community Foundation placed a new roof on the theater, the Plaza Theatre was donated to the City of El Paso in 1990.

Like many historical structures, the Plaza Theatre has lost some of its original splendor. Furnishings and artwork have been removed, the facade has been altered, and parts of its once-advanced electrical systems are no longer functional, yet the interior structure appears as it has for close to seventy years. On July 30, 2002 the City of El Paso formally approved a public/private partnership with the El Paso Community Foundation to restore the Plaza Theatre to its original splendor. Once again, the Plaza Theatre will become El Paso's Showplace of the Southwest. For more information you may go to the website <http://plazatheater.stantonstreetgroup.com/> and check the data there.

OVERVIEW

The City is inviting proposals from interested and qualified parties to be selected as the Food and Beverage Tenant/Operator for a restaurant in the Plaza Theatre Performing Arts Centre Annex, located in downtown El Paso near the expanded El Paso Convention Center, immediately adjacent to

El Paso Museum of Art, and across the street from El Paso's largest downtown hotel. Actual construction began in early 2004, and is scheduled to be completed October 2005.

I. GENERAL INFORMATION

- A. The Plaza Theatre Performing Arts Centre is to have four major elements, three of which are under the management of the Theatre Operations Manager, which is SMG (Philadelphia PA), and the fourth will be selected from responses received under this RFP.
1. A renovated, enhanced historic Theatre, which will: (i) be a multi-purpose venue capable of use for theatre and musical productions, symphony, ballet, dance, opera, speeches, meetings, and other events; and (ii) accommodate 2,000 patrons, more or less.
 2. A children's theatre/multi-purpose venue which will accommodate 194 patrons, more or less.
 3. A roof-top garden entertainment area, which can be used for parties, dining, smaller musical performances, and other events.
 4. A commercial restaurant will be operated by the food and beverage tenant/operator (i.e., *not* by the Theatre Operations Manager). This restaurant will, however, be capable of providing food service for events being held at the children's theatre and the roof-top garden entertainment area and the Museum of Art next door.

A general floor plan for the Plaza Theatre Performing Arts Centre is attached as Appendix "A", attached hereto.

There is shell space located on the first and basement floors of the Plaza Theatre Annex.

Restaurant shell space (see attached plans):

- 3,634 sq. ft First floor
- 1,659 sq. ft Basement Open Area
- 450 sq. ft. catering area/service pantry
- 180 sq. ft. trash room area
- 84 sq. ft. lift area
- Access to public restrooms not included in the square footage above ¹
- Project installed dumbwaiter accessing Basement, 1st, 2nd, and 3rd floor patio areas

- Trash room not included in the square footage above
- Separate street side elevator access
- First floor exterior arcade not included in the square footage above but available for usage by tenant/operator and patrons

Note Public Restrooms: Located conveniently on the basement level

- B. Preliminary to the City's committing itself to the Plaza Theatre Performing Arts Centre, an affiliate of El Paso Community Foundation, retained a firm to provide an economic impact report with respect to possible use of the Performing Arts Centre. While such study was not retained by the City, and the City and the El Paso Community Foundation make no express or implied representations or warranties as to information contained therein or contents thereof, the City has a copy of such feasibility study which is provided to proposers with this RFP.
- C. The Plaza Theatre Performing Arts Centre is located within an Empowerment Zone, regarding which the Food and Beverage Tenant/Operator for Plaza Theatre Annex may be eligible to participate in one or more programs advantageous to the Food and Beverage Tenant/Operator for Plaza Theatre Annex and/or to the Performing Arts Centre. Attached as *Appendix "B"* is a summary of certain business incentives which may be available through the Empowerment Zone. It is recommended that the Empowerment Zone staff be contacted directly to provide further information and guidance. There may be funding, loans or bonds available through the Empowerment Zone but the City makes no commitment for such agreements.
- D. Initial responsibilities for the selected Food and Beverage Tenant/Operator for Plaza Theatre:
1. Providing, upon request of the City, input to the architects and project manager for the Performing Arts Centre Project with respect to operational issues associated with the design, restoration, and improvement of the Performing Arts Annex. This input will be for purposes of facilitating the efficient operations by the Food and Beverage Tenant/Operator for Plaza Theatre Annex once the Performing Arts Centre has been opened for use by the public. Such consultation services are desired by the City and should be considered by the proposer when responding to the City.

Notwithstanding any review of, or recommendations with respect to, designs, plans, and specifications with respect to the Performing Arts Centre, the Food and Beverage Tenant/Operator for Plaza Theatre Annex will NOT have any responsibility to the City or any other person with respect to (i) defects with respect to such designs, plans, and specification, (ii) supervision of such designs, plans, and specifications, and/or (iii) construction with respect to such designs, plans, and specifications.

E. The selected Food and Beverage Tenant/Operator for Plaza Theatre Annex will be responsible for:

1. Restaurant Operations, Catering and Vending Machines

- a. City shall grant successful bidder the exclusive privilege and obligation for restaurant operations and non-exclusive catering service for all events and fundraising activities in the Plaza Annex. Restaurant operator shall not have any authority or responsibility for any vending machines with the exception of non-food and beverage machines within their lease space.
- b. The Plaza Theatre Operator, patrons, benefactors, event sponsors and any resident companies shall have the option of contracting with an outside caterer, subject to the following stipulations.
 - The selected caterer from off-site is on the most current approved caterer list maintained by the Plaza Theatre Centre operator.
 - The outside caterer shall only have access to the Catering Support Area and/or Service Pantry (450 sq. ft.) and shall be charged a service fee (percentage) for usage to be paid to the Food and Beverage Tenant/Operator.
 - No Alcohol will be allowed in the Plaza Theatre or the Annex that is not provided for and under the license of either the restaurant operator or the Plaza Theatre operator(or subcontractor).

2. Facilities

City shall provide restaurant operator the use of the designated shell space located on the first and basement levels of the Plaza Theatre Annex for the preparation and sale of food and beverages. Suitable office and storage space shall be as determined by mutual agreement between the restaurant operator and City. Restaurant operator will be required to furnish all equipment and supplies necessary to make the areas functional, including but not limited to finish out of the restaurant and kitchen area, food service equipment, furnishings, cash registers, display cases, shelves, racks, appliances, tables, chairs, etc. City will have approval and/or denial of the restaurant décor.

3. FURNISHINGS AND EQUIPMENT

- a. Restaurant operator will make all investments for the finish out of both the restaurant and kitchen areas, furnishings and equipment necessary to commence operations in the restaurant space and to be maintained over the life of this Contract.

Restaurant operator shall submit a list, catalog/photos and descriptive information of the furnishings and equipment contemplated for use under this contract.

- b. City may at its option purchase the furnishings and/or the equipment provided by the restaurant operator in accordance with this Contract, upon termination of this Contract (whether by expiration, cancellation, or otherwise). In the event that the City exercises this option, the purchase price shall be the lesser of cost of restaurant operator (less depreciation) or fair market value or as mutually agreed to by City and the restaurant operator.

4. Utilities

- a. City will separate meters for electricity, water and gas service to be supplied to the restaurant area, where possible. Restaurant operator shall be responsible for all labor required to make connections to such separate meters and for the cost of all electricity, water, and gas consumed on meters specifically installed for service to

the restaurant. The City does have "special" rates and would consider an approach to the utilities where the utilities are in the "name" of the City and the payment responsibilities would lie with the operator. In regards to heating and cooling costs from the HVAC system the costs will be allocated as per usage information provided by the computer controlled HVAC control system where separate meters can not be provided. The City is making every reasonable accommodation to have separate meters.

- b. Restaurant operator shall be responsible for all costs of any telecommunications system it may install for its own use.

5. Trash Collection

- a. Restaurant operator will be responsible for providing and placing in and around the area approved covered receptacles for trash, garbage and other refuse. Restaurant operator will arrange for the removal of trash, debris, boxes so as to prevent abnormal accumulation inside or outside of the buildings.
- b. Restaurant operator shall provide for the proper handling and disposal of trash, garbage, grease and other refuse caused as a result of its operation in City approved dumpsters.
- c. Restaurant operator shall be responsible for policing all areas adjacent to the buildings, booths, stands, mobile units to ensure no abnormal accumulation of trash or debris.

6. Maintenance of Service Facilities

- a. Restaurant operator shall be responsible for routine and general maintenance, inspection and cleaning of the existing and future service facilities, including, but not restricted to, heating, gas, electricity, sewerage, drainage, fire protection, sprinkler, ventilating, cooling, fuel and communication systems and other such service systems and their tubes, pipes, mains, wires, conduits, and equipment on

or about the premises. Cleaning and maintenance of grease traps, vent filters, and the exhaust hood shall be the sole responsibility of the restaurant operator. Restaurant operator shall notify the City of any major breakdowns, line breaks and system malfunctions.

- b. City shall have the right for the benefit of the City or restaurant operator to enter upon the said premises at all reasonable times to make such repairs, replacements, and alterations as may, in the opinion of City be deemed necessary and advisable, provided, however, that the same shall be done so as to interfere as little as reasonably possible with restaurant operator operations.
- c. City shall not be liable for any loss or damage suffered by restaurant operator arising out of the interruption or cessation of this agreement, nor for any loss suffered by restaurant operator in the performance of its obligations under this agreement resulting from a strike or other work stoppage, breakdown or failure of apparatus, equipment or machinery used or needed in the operation of the concession, any temporary stoppage for repair, improvement, or replacement thereof, interruption in sewer, water, or electrical service, limitations of access, nor any act or conditions beyond City's control. In the event the restaurant operator is forced to suspend its operations for a period of six months, then this contract shall thereupon terminate.
- d. Restaurant operator shall clean interior and exterior of all window glass. Restaurant Operator shall be responsible for vacuuming, cleaning, and shampooing of carpets and spot cleaning of walls and spill in dining room; periodic thorough cleaning of walls and ceiling shall also be the responsibility of the restaurant operator.

7. Operating Hours

Restaurant Operator shall provide service in accordance with a written schedule which would be on file with the City and the Theatre Centre Operator and which is consistent

with normal hours of restaurants in the downtown El Paso area. The City desires to have hours that would enhance the schedule of activities in the Centre.

8. Personnel

- a. Restaurant Operator will hire experienced management to run the restaurant for the term of this Contract. The level of experience should be commensurate with operations at similar places of comparable size and scope.
- b. Restaurant Operator shall at all times maintain an adequate staff of employees on duty at the restaurant. All employees of the vendor shall be dressed in a clean and professional manner.
- c. The Restaurant Operator will be responsible for the proper training of its employees. The Restaurant Operator will permit and encourage its employees to attend any meetings the City may wish to conduct in order that said employees may more completely understand the philosophy, purposes and programs of the Plaza Theatre and the City.
- d. All persons engaged by the Restaurant Operator shall be the sole and exclusive employee of the Restaurant Operator and shall be paid by the Restaurant Operator. It is understood that the City shall have neither supervision nor control over the Restaurant Operator's employees' performance of their duties for the Restaurant Operator. Said employees, however, and any other persons in or about the premises at the request of the Restaurant Operator shall conform to all rules established by the City covering the persons in or about the premises. Employees who are dismissed for noncompliance with said rules shall not again be employed by the Restaurant Operator.
- e. The Restaurant Operator shall comply with all laws, ordinances, regulations, orders and directives issued by any public health agencies or any other regulatory or

enforcement agency affecting food service operation, including but not limited to the Fair Labor Standards Act and the Worker's Compensation Act and Rehabilitation Act of 1973 (as amended).

- f. Restaurant Operator shall have all personnel photographed and issued identification cards. A copy of the ID cards shall be on file with the Plaza Theatre Operator at all times.

9. Rates-Food and Beverages for Catering Operations

- a. The Restaurant Operator shall provide catering service for the public food, drink, and service of high standard, equivalent in quality and price to that generally furnished to the public at similar places of comparable size and scope.
- b. Restaurant Operator shall provide for the public merchandise and food items equivalent in quality and price to that furnished to the public at similar places or comparable size and scope.

Restaurant Operator shall have a list of merchandise and gift items and prices related thereto approved by City prior to implementation.

Restaurant Operator shall submit a listing of the merchandise and gift items and pricing contemplated for use under this Contract.

- c. Future price increases will be under the control of the restaurant operator and when implemented shall be on file with the Plaza Theatre operator.
- d. Restaurant Operator will provide to City a list of all proposed price and significant menu changes when requested by the City.
- e. City shall have the absolute right to object any food, beverage, or merchandise item being offered for sale. The City and the operator will then seek mutual

agreement on this issue. Anything not obtaining mutual agreement can not be used or provided.

- f. City agrees that it will neither arbitrarily nor unreasonably interfere with the operation of Restaurant Operator's business in exercising its power of objection hereunder.
- g. Liquor arrangements and licensing would be handled by the restaurant operator. The City and will provide assistance in obtaining permits.

10. Right to Observe

City shall have the right to observe any transactions between Restaurant Operator and the public involving the dispensing of food, drinks, or other items for the purposes of determining the quality and quantities of said food, drinks, or other items and the prices charged thereof and the accountability of the revenue received there from. City has the right to monitor Restaurant Operator performance standards and point out, in a mutually beneficial and appropriate way, any deficiencies which, from City's standpoint, may detract from the public's benefit.

11. Packaging

All foods and beverages maintained and/or sold at the restaurant must be served in containers in compliance with all appropriate health codes.

12. Patronage and Deliveries

Restaurant Operator shall not allow deliveries to interrupt basic Plaza Theatre operations and will make every effort to endure that deliveries cause as little disturbance as possible. Routine delivery schedules shall be presented to the City on an "as needed" basis. City shall make available to Restaurant Operator the freight elevator and the freight corridor; delivery times shall be scheduled.

13. Use and Care of Equipment

- a. The Restaurant Operator shall be allowed use of equipment owned by City which is physically located at the restaurant areas. Vendor agrees to accept such equipment in its current condition.
- b. The Restaurant Operator shall keep all property which it uses in good condition and maintain in good condition all interior and operating equipment, whether owned by City or Restaurant Operator, normal wear and tear excepted.

Restaurant Operator shall obtain approval by the City prior to replacing any existing equipment or installing any additional equipment needed to operate the restaurant.

14. Care of Buildings

- a. The Restaurant Operator shall keep the interior and exterior of the buildings, stands, and the contents thereof, in a clean, sanitary and orderly condition at all times and conduct the restaurant strictly in accordance with the requirements and regulations of the City-County Health & Environmental District. The walkways and area adjacent to the facility and for a distance of thirty (30) feet there from shall at all times be kept free of all papers, cans, rubbish and debris. The Restaurant Operator shall be responsible for light bulbs and routine operation of water. Cooling, etc.
- b. The Restaurant Operator shall keep all windows and doors at the facility clean and free of fingerprints, marks and dirt. All windows shall be cleaned inside and outside. Restaurant Operator will be responsible for all housekeeping in the Sales, Kitchen and Support areas which are enclosed. Floors are to be stripped & waxed, and walls & counters are to be thoroughly cleaned on a quarterly basis.

15. Signage

- a. All signs placed on the facility by the Restaurant Operator shall comply with all building codes, all other ordinances of the City of El Paso, and the Americans with Disabilities Act.
- b. The number, size, design and location of all signs to be placed by Restaurant Operator shall be subject to the approval by the City prior to installation.
- c. All signs shall be professionally lettered and unless otherwise approved shall be consistent with the Plaza Theatre theme.
- d. All outside placard signs shall be secured.
- e. Restaurant Operator shall provide proposed logo and proposed signage to be installed for approval by the City of El Paso.
- f. Restaurant Operator shall place open/closed and hours of operation signs near the entry doors of the restaurant area.

16. Handicapped Accessibility Standards

In the performance of this contract the Restaurant Operator has and will comply with the minimum guidelines and requirements for accessible design for handicapped persons as established by the Architectural and Transportation Barriers Compliance Board, detailed in 36 CFR Part 1990, and authorized by Section 502 of the Rehabilitation Act of 1973, as amended. Compliance with these rules and regulations is a condition of any federal financial assistance provided under this Contract, and failure to fulfill these requirements shall subject the Restaurant Operator to those sanctions specified in the above rules regulations and laws, and including but not limited to reimbursement of funds paid under this Contract. Restaurant Operator must file the Assurance required under City ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner which impairs the quality of performance hereunder, or affects

the administration of funds provided hereunder shall constitute a breach of this Contract.

17. Parking

The City of El Paso is working with the Plaza Theatre operator to provide parking spaces at the Convention Center parking garage that would be designated for the parking of employee cars. Vehicles will not be allowed to be parked anywhere on the premises other than in the designated area without special permission from the City. Spaces and parking arrangements for customers may be available at the Convention Center Parking garage.

18. Animals

The Restaurant Operator will not be allowed to keep any live animals inside the City premises or on the City grounds, that are not part of consumables.

19. Remuneration

The Restaurant Operator will pay to City a rental fee plus remuneration which is based upon gross revenues as would be noted in the contract. Which would be negotiated based upon the information provided in the RFP response

20. Definitions, Rent, Gross Sales

a. Percentage Rent; Gross Sales; Catering Sales; Concession Sales

1. Percentage Rent. In addition to Basic Rent, Catering Sales Rent, Concession Sales Rent, Tenant's Proportionate Share of Taxes, Utilities Costs, Special Maintenance Costs, and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease, Tenant shall pay to Landlord, for each calendar year during the Term, Percentage Rent. Tenant represents to Landlord that Tenant's business in the Premises will be operated on the basis of a 4-5-4 accounting period consisting of 13-week uniform fiscal quarters instead of on the basis of a calendar month. Within thirty (30) days after the end of each calendar month of Tenant during the Term, Tenant will deliver to

Landlord a sum of money equal to the Percentage Rent, if any, due with respect to total Gross Sales for the immediately preceding fiscal month. No Percentage Rent shall be due and payable until Gross Sales for the calendar year exceed the Breakpoint; thereafter, Percentage Rent shall be payable monthly as provided in the immediately preceding sentence. In no event shall the Rent to be paid by Tenant and retained by Landlord for any calendar year be less than the annual Basic Rent herein specified.

2. Gross Sales. As used herein, the term "Gross Sales" shall mean the total amount of sales by Tenant and any subtenants or licensees of food and beverages (both alcoholic and non-alcoholic), prepared in or sourced from the Premises, whether such food and beverages are consumed anywhere in the Premises or outside the Premises (i.e. pick-up/take away food and beverages and not food and beverages utilized in Catering Sales or Concession Sales), and all other receipts of business conducted in or from the Premises except Catering Sales and Concession Sales. Each installment sale shall be treated as a sale for the full price in the month during which such sale was made. The following items shall be excluded from the definition of Gross Sales: (a) employee tips; (b) any sums collected and paid out for any sales or direct excise tax imposed by any duly constituted governmental authority (including specifically, and without limitation, any mixed beverages gross receipts tax); (c) Catering Sales; (d) Concession Sales, (e) meals and beverages provided at no charge to employees incident to their employment, (f) credits, refunds, allowances or discounts to customers otherwise included in Gross Sales, (g) proceeds from the sale of trade fixtures or store operating equipment, (h) all sums and credits received in settlement of claims for loss or damages to merchandise fixtures, equipment or furniture on the Premises, (i) all credit sales written off as bad debts but not to exceed one percent (1%) of Gross Sales; provided, however, that if subsequent payments are made on these accounts, the amounts so collected shall be included in Gross Sales, (j) receipts from vending machines not received by Tenant, and (k) proceeds from the sale of Tenant's business as a whole (to the extent permitted under this Lease).

Sales of gift certificates or "charge cards" will be included in Gross Sales only when actually redeemed for merchandise at the Premises and only to the extent actually redeemed.

3. Catering Sales Rent and Concession Sales. Rent In addition to Basic Rent, Tenant's Proportionate Share of Taxes, Utilities Costs, Special Maintenance Costs, Percentage Rent, Concession Sales Rent and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease, Tenant shall pay to Landlord, for each calendar month commencing on the Commencement Date, Catering Sales Rent. In addition to Basic Rent, Tenant's Proportionate Share of Taxes, Utilities Costs, Special Maintenance Costs, Percentage Rent, Catering Sales Rent, and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease, Tenant shall pay to Landlord, for each calendar month commencing on the Commencement Date, Concession Sales Rent. Each installment sale of an item included in Catering Sales or Concession Sales shall be treated as a sale for the full price in the month during which such sale was made. The following items shall be excluded from the definitions of Catering Sales and Concession Sales: (a) employee tips; (b) any sums collected and paid out for any sales or direct excise tax (specifically including, without limitation, liquor taxes) imposed by any duly constituted governmental authority; and (c) Gross Sales. From the Commencement Date, on or before the 30th day of each calendar month, Tenant shall pay to Landlord the amount of Catering Sales Rent and Concession Sales Rent for the immediately preceding calendar month and deliver to Landlord a statement of Catering Sales and Concession Sales, certified by Tenant to be accurate, for the immediately preceding calendar month.
4. Gross Sales Reports. From the Completion Date, by the 30th day of each calendar month, Tenant shall deliver to Landlord a statement of Gross Sales for the immediately preceding calendar month and for the calendar year to date, certified by Tenant to be accurate, such statement shall reflect total Gross Sales, Catering Sales and Concession Sales. Within 30 days after the expiration

of each calendar year and within 30 days after termination of this Lease, Tenant shall deliver to Landlord a like statement of Gross Sales, Catering Sales and Concession Sales for the immediately preceding calendar year (or partial calendar year), certified to be correct by an officer of Tenant, and shall pay to Landlord any Percentage Rent, Catering Sales Rent and Concession Sales Rent due for such calendar year. Tenant represents and warrants that all of Tenant's Gross Sales, Catering Sales and Concession Sales shall include all Gross Sales, Catering Sales and Concession Sales from any subtenant or licensee made during the same period in or from the Premises. All such statements shall be in such form and shall be accompanied by such supporting information as Landlord may reasonably require. If any such statement discloses an error in the calculation of the Percentage Rent for any period, an appropriate adjustment shall be made. If Tenant fails to timely furnish any Gross Sales, Catering Sales or Concession Sales statement, Landlord may charge a fee of \$25 per day (to the extent permitted by Law) until the required statement is furnished, from and after the 10th day following the date on which such statement was due.

5. Records. Tenant shall utilize cash registers equipped with sealed continuous totals to record all sales. Tenant shall keep and maintain at the Premises a complete, permanent and accurate set of electronic books and records containing all supporting evidence from which Gross Sales, Catering Sales, and Concession Sales and all revenue derived from the conduct of Tenant's business in and from the Premises, the Building, and the Project can be determined. Such books and records shall include all pertinent original sales books and records, including: (a) duplicate bank deposit slips and bank statements; (b) such other records as would normally be required to be kept and examined by an independent accountant in accordance with generally accepted auditing practices in performing an audit of Gross Sales, Catering Sales, and Concession Sales, and (c) all income, sales, excise and occupation tax returns. Such books, records and evidence shall be kept for at least 36 months after the expiration of the calendar year to which the same pertains

and if Landlord shall inspect, copy and/or audit Tenant's statements for such calendar year, such books, records and evidence shall continue to be kept until such inspection and/or audit has been concluded. Landlord and its agents may, at any reasonable time, upon reasonable advance notice, inspect, copy and/or audit any or all of Tenant's books and accounts, documents, records, sales tax returns, papers and files, which shall in any manner relate to Gross Sales, Catering Sales, and Concession Sales and at Landlord's request, Tenant shall make all such data available for such examination at such reasonable times as Landlord shall specify. If Landlord audits the books and records of Tenant for any calendar year and the Gross Sales, Catering Sales, or Concession Sales shown by Tenant's statements for such calendar year are found to be understated by three percent (3%) or more, Tenant shall pay to Landlord the reasonable cost of such audit. Landlord's right to commence such an audit with respect to any calendar year shall expire 36 months after the end of such calendar year unless such audit is commenced within that time, in which case the time shall be extended for a period necessary to perform such audit. If it is determined by any such audit that any statement previously delivered to Landlord by Tenant was not accurate, an adjustment shall be made, and one party shall pay to the other party upon demand such sums as may be necessary so that the correct amount of Percentage Rent, Catering Sales Rent, and Concession Sales Rent shall have been paid by Tenant to Landlord. All financial and audit information shall be subject to the confidentiality provisions set forth in Section 24(s) of this Lease.

6. No Implied Consent. Nothing contained herein shall be construed as a consent or waiver by Landlord to (a) any sublease, assignment, license or concession by Tenant or to any sales other than those expressly permitted herein, or (b) the use by Tenant of any part of the Building or the Project (other than the Premises) except as specifically identified in the Lease (i.e. concession sales using tables/kiosks during performances and catering events).

- b. Catering Sales: The sum of (a) the total amount of sales by Tenant and any of Tenant's subtenants, licensees, or concessionaires of food, beverages (both alcoholic and non-alcoholic) and services performed in connection with any catering of food, beverage or services from the Premises in connection with events catered by Tenant in or on the Project and (b) the amount of the upcharge received by Tenant in connection with any events not catered by Tenant in the Project when a third party caterer is utilized and Tenant actually receives an upcharge as provided for in the Lease. Catering Sales shall not include the amount of Catering Sales Rent collected by Tenant from the event sponsor and paid to Landlord to the extent so itemized on the sponsor's invoice and regardless of how denominated (i.e., whether such sum is characterized as a "Catering Fee", "Facilities Fee", "Facilities Use Fee" or otherwise).
- c. Concession Sales: The total amount of sales by Tenant and any of Tenant's subtenants, licensees, or concessionaires of food and beverages (both alcoholic and non-alcoholic) made within the Premises (excluding Gross Sales from the Premises and Catering Sales) and gross receipts from all vending machines and merchandise in the Premises to the extent operated or controlled by Tenant.
- d. Catering Sales Rent: Fifteen percent (15%) of the amount of Catering Sales.
- e. Concession Sales Rent: Twenty-five percent (25%) of the amount of Concession Sales.

21. Deliverables

- a. Revenue payments will be due and payable on the fifteenth day of each month.
- b. Restaurant Operator shall make monthly revenue payments by certified or company check payable to **THE CITY OF EL PASO**.

- c. Accounts: Restaurant Operator shall keep a true and accurate account of all monies received through the operation of the restaurant operation granted herein and shall, on or before the 15th day of each month, render and deliver to City and itemized statement showing a breakdown of all monies so received during the calendar month immediately preceding.
- d. Restaurant Operator shall deliver to City at the same time as the sales and remuneration audit, a list of capital improvements and equipment purchases from the beginning of this contract to that time, with a list of their cost, book value, and undepreciated worth at that time.
- e. Failure to meet any of these requirements will be basis for termination of the contract.

II. ADDITIONAL REQUIREMENTS

A. Inventory

Upon termination of this contract, City will not purchase from Restaurant Operator such existing on site food and gift inventory.

B. Audit

1. Restaurant Operator will preserve for the term of this contract and at least four (4) years thereafter all sales slips, cash register tape, sales books, sales invoices or duplicate deposit slips, and other evidence of gross receipts and business transacted pursuant to this contract.
2. City shall have the right to inspect the books and records of Restaurant Operator at all reasonable times during normal business hours, with prior notice.
3. Restaurant Operator shall, at the end of each calendar year of this contract at Restaurant Operator's own expenses, have an independent public accountant conduct

an audit of all sales and remuneration relating to this contract for the purpose of certifying that sales are correctly reported and remuneration correctly paid. A copy of its report shall be delivered to City within 30 days of its receipt by Restaurant Operator.

4. City shall have the right to have a full audit of Restaurant Operator books conducted at City's own expense. In the event that City chooses to exercise this right, Restaurant Operator will cooperate fully and make available at its principal place of business during reasonable and normal business hours any requested information. If the audit finds a variance in excess of 3% then the restaurant operator will reimburse the City for all costs associated with the audit.
5. City's right to audit with respect to any year shall expire four years after the statement for any year shall have been delivered to the City.

C. Taxes, Insurance, Licenses

1. Restaurant Operator shall pay all taxes, excise licensee fees or whatever nature, applicable to this operation and take out and keep current all licenses, municipal, state or federal, required for the conduct of the business, and further shall not permit any of said taxes, excise or licensee fees to become delinquent. Restaurant Operator shall not permit any lien to be imposed upon the property herein described or any part of parcel thereof.
2. Restaurant Operator will carry comprehensive general liability, vehicle liability and property damage insurance, which shall include premises liability, contractual liability, and independent contractors' liability against any and all claims or loss arising out of the operation use of products or use of the premises.
3. All Insurance coverages must be on "occurrence" and not a "claims made" basis and shall include City as an additional named insured.

4. Certificates of insurance, evidencing the required coverages, must be attached to this contract and approved by the City prior to execution of this contract. All policies are to be maintained in force throughout the term of this contract, and shall be in the following minimum amounts:
 - a. Property insurance written on a broad form "all risks" basis in the amount of full replacement cost of equipment, furniture, and fixtures, owned by Restaurant Operator and City.
 - b. Workers Compensation insurance with limits equal to current statutory requirements.
 - c. Fire and extended coverage for all furnishings, equipment and improvements in the restaurant and gift shop facilities, whether provided by the Restaurant Operator or City on behalf of or to benefit Restaurant Operator.
5. All certificates of insurance shall name the City as an Additional Insured under the policy or policies of insurance.
6. A copy of the policy evidencing the above required insurance shall be provided to the Director of Purchasing and the CFO prior to the Restaurant Operator beginning performance under contract.

III. OBJECTIVES FOR PLAZA THEATRE PERFORMING ARTS CENTRE

The objectives of the City with respect to the operation of the Plaza Theatre Performing Arts Centre are that the Performing Arts Centre will:

1. Contribute to downtown revitalization through increased artistic and cultural events, business activity and patronage.
2. Preserve, restore, and enhance historic elements and uses of the Performing Arts Centre, while providing a gateway and improved appearance for the area.

3. Provide venues for community events and much-needed entertainment opportunities.
4. Be financially viable in the short and long terms.

IV. OBJECTIVES FOR THE SELECTED PROPOSER

The objectives of the propose with respect to the operation of the Plaza Theatre Performing Arts Centre are:

1. Development, operation and promotion by the selected proposer of a full-service Restaurant/bar that will attract customers to the Plaza Theatre Centre throughout the week, regardless of the Centre's performance schedule.
2. Excellence in providing Restaurant/bar and catered services that will enhance and complement the Plaza Theatre Centre's marketability to a wide range of social and professional organizations for large group and special event functions.
3. A mutually beneficial working relations and financially rewarding partnership.

V. REQUEST FOR PROPOSAL

The City requests written proposals from interested individuals or parties to include:

A. Performing Arts Centre Annex Use Concept

1. Proposed Use:
 - a. Lessee's strategy, Business concept, short term and long term strategies.
 - b. Hours of operation
 - c. Marketing plan and approach, Anticipated patronage and targeted areas/groups.
 - d. Catering operations. Discuss food and beverage service, including any alcohol service. Provide information in regards to any subcontracting relationships.

2. Conceptual design and collateral materials from architect.
3. Community Benefits: Discuss any community benefits associated with your proposed operation (including, by way of example only, possible interaction with any proposed Empowerment Zone programs, businesses or initiatives, if applicable to proposal) that the City should take into account in evaluating your proposal.

B. Financial Description.

1. Corporate financial statements for the last three years and most recent FYE.
2. Proposed lease contract including terms and conditions.
 - a. Proposed initial rent structure
 - b. Propose a method for future increases in such rent structure.
 - c. Proposed maximization of food, beverage and catering revenues, consistent with smooth operations and high level of service.
3. In addition to the rent the Restaurant Operator will note what remuneration the City will receive. A suggested format would include at least the following:

Category 1: With total revenues up to \$_____

Food/Beverage _____%

Category 2: With total revenues over \$_____

Food/Beverage _____%

4. Marketing Plan: Describe how you would promote the Performing Arts Centre Annex restaurant and catering services.
5. Financial Contingencies: Discuss any financial contingencies that would limit your proposal.

C. Experience and Reputation. The Food and Beverage Tenant/Operator for Plaza Theatre Annex must be an organization whose principals have substantial experience and expertise in: (i) the management and operations of restaurant operations; (ii) marketing of such restaurants.

1. Team Members of Food and Beverage Tenant/Operator for Plaza Theatre Annex: With respect to your company and each member of your company's core team which will be responsible for the implementation of your proposal, please provide the following information:
 - Name and job title.
 - Contact information.
 - Role.
 - Short professional biography.
2. Qualifications: Describe related experience and qualifications of your company and your team members, highlighting experience.
3. Experience in working cooperatively with architects, project managers and others with in the planning and design of a restaurant
4. Past Projects: Provide examples of prior projects completed, with a list of the individuals involved and their roles.
5. References: Provide a contact name and phone number for each of the following:
 - Five professional references.

- Two bank references.
- Five client references.

CONTRACTUAL ARRANGEMENT

After evaluations of proposals, it is the intent of the City to negotiate and enter into a contract and a lease with a successful proposer, whereby such successful proposer will be retained as the Food and Beverage Tenant/Operator for Plaza Theatre Annex.

SUBMISSION OF PROPOSALS

SUBMITTAL INSTRUCTIONS

Interested firms shall submit 1 original and 4 copies of the response to the Request for Proposals statement to the address as noted below, to be received no later than 2:00 p.m., M.S.T., October 20, 2004 or as changed in any addenda:

City of El Paso Purchasing Dept.
Two Civic Center Plaza
7th Floor
El Paso, TX 79901

Please mark your response as follows:

**Plaza Theatre Centre Operations Manager
RFP Number 2005-009R**

Proposals forwarded to offices other than the Purchasing Department will be deemed non-responsive.

Responses submitted by facsimile will not be accepted.

Failure to submit completed forms as required by RFP may result in the Respondent's proposal being deemed non-responsive.

A response to this request will require a cost proposal from the respondents, however, creative approaches designed to insure participation and guarantee success are encouraged. Further, this request is not to be construed as a contract or a commitment of any kind, nor does it commit the City of El Paso to pay for any costs incurred in the preparation of a formal presentation, or for any costs incurred prior to the execution of a formal contract.

The City of El Paso reserves the sole right to evaluate the proposals submitted, to have City Council waive any irregularities therein, to select candidates for interview or to reject any or all firms which submitted proposals should it be deemed in the City's best interest. The City of El Paso also reserves the right to re-issue the request for proposals.

All communications or questions concerning the RFP or this project should be directed to Monica E. Vera, C.P.M. All questions shall be submitted in writing, no verbal responses are to be provided nor communication with anyone other than Purchasing. All written inquiries should be directed to the following address:

Purchasing Department 7th floor City Hall
Attn: Monica Vera
Two Civic Center Plaza
El Paso, TX 79901
Or:
Faxed to (915) 541-4347
E-Mail verame@elpasotexas.gov

Written responses and addenda will be issued to all persons or firms registering their interest with Purchasing.

SCHEDULE OF EVENTS (tentative)

October 20, 2004	-	City receives responses
November 2004	-	Proposal Awarded by City Council
December 2004	-	Contract start date
October 2, 2005	-	Plaza Theatre construction complete

All proposals, including the Qualification and Experience Questionnaire attached hereto, must be received by the City at the above address on or before the date noted for receipt of proposals in this RFP or as modified by any addenda.

EVALUATION AND AWARD

Each proposal received will be fully evaluated. The determining considerations in the award of the privilege by the City will include such matters as: (i) the experience and reputation of the proposer with respect to furnishing similar services; (ii) the proposer's plans for attaining the City's objectives for the Plaza Theatre Performing Arts Centre and the Annex; (iii) details to be included as a part of the proposal; and (iv) financial, term (length of contract), and other requirements (financial and otherwise) to be associated with respect to the proposed relationship between the proposer and the City.

The City will select the proposal, which in its sole judgment is deemed most advantageous to the public and the City.

EVALUATION FACTORS FOR AWARD

1. Proposals will be evaluated based upon the evaluation criteria listed and the firm's ability to satisfy the proposal requirements.
2. Only one contract will be awarded as the result of this solicitation.
3. A committee will be selected to evaluate the proposals. The objective of the evaluation committee is to select the most qualified proposal, utilizing the evaluation factors set forth below.
4. The City is aware of the complexity of the services to be provided and the fact that there is more than one approach to satisfying the minimum specifications or that more than one solution or method may be applied to meet a given requirement. The evaluation program is designed to allow a certain amount of freedom in how to accomplish the task, as long as the City's functional requirements are met.
5. Proposals will be evaluated in accordance with the following factors and ranked according to the total number of points the individual proposal earned., based on the stated maximum point allowance per factor.

<u>FACTOR</u>	<u>MAXIMUM POINTS ALLOWED</u>
1) Qualifications and prior experience of the organization and personnel in the subject professional field, specifically related to the Plaza Theatre Performing Arts Centre food and beverage tenant/ Operator services	20
2) Plans for meeting RFP objectives	25
3) Financial considerations and abilities	25
4) Proposer's design and Build-out of Restaurant and Bar.	20
5) Proposer's communicated quality control Program which must ensure that the services Will meet the highest professional and Operational standards.	10
TOTAL AVAILABLE POINTS	100

6. Basis of Award. It will be the intent of the grading system and evaluation criteria to view each statement in terms of content, not appearance. The company will be selected on the basis of demonstrated competence and qualifications to perform the services and not through competitive bidding procedures.
7. The City reserves the right to request an oral presentation (or presentations), if deemed necessary by the City.
8. ORAL PRESENTATIONS AND BEST AND FINAL OFFERS MAY BE REQUIRED WITH ALL ENTITIES, WHOSE PROPOSAL ATTAINED THE MINIMUM REQUIRED NUMBER OF QUALIFICATION POINTS (75). NEGOTIATIONS WILL BE CONDUCTED, WITH THE MOST ACCEPTABLE PROPOSAL.

SECTION C
CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a **Professional services/leasehold** contract. The term of this contract shall be as negotiated, with the term commencing on the date the Contractor receives a written NOTICE OF AWARD. Delivery of the NOTICE OF AWARD shall be by Certified Mail, and the date of receipt shall be established as the date of Delivery shown on the US Postal Service Domestic Return Receipt form..

2. INVOICES & PAYMENTS

a. Payments shall be as noted in the RFP.

3. CONTRACTUAL RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor or his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

4. **INDEMNIFICATION [Rev 04-03-98]**

Contractor or its insurer will indemnify the City for any damage to the property of the City and against all claims for damages related to injury to or loss of property of others or injury, illness, physical or mental impairment, loss of services or death of any person that may be caused directly or indirectly by any act or omission by Contractor, its agents, employees or subcontractors even where such damages may involve negligence or allegations of negligence on the part of the City or its officers, employees or agents. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

5. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

6. WARRANTY-PRICE

a. N/A

7. RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

8. TERMINATION

A. To be negotiated

9. ADDITIONAL REMEDIES [R 6/97]

If the City terminates the contract because of the contractor's failure to perform the services as required by the contract, the City shall have the right to obtain like services from another vendor in substitution for those due from the Contractor. The cost of substitute services shall be determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of the substitute services and the contract price from Contractor as damages. The City may deduct the damages from Contractor's account for services rendered prior to the termination or services rendered by Contractor pursuant to a different contract or pursue any other lawful means of recovery. The failure of the City to obtain substitute services and charge the Contractor under this clause is not a bar to any other remedy available for default.

10. **TERMINATION FOR DEFAULT BY CITY REV. 06/09/97**

If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Director of Purchasing describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

11. **FORCE MAJEURE [REV. 06/07/97]**

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract..

12. ASSIGNMENT-DELEGATION

No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

13. **WAIVER**
No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **INTERPRETATION-PAROL EVIDENCE**
This writing is intended by the parties as a final expression of their contract and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
15. **APPLICABLE LAW**
This contract shall be controlled by the law of the State of Texas along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso.
16. **ADVERTISING**
Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to perform this contract and to comply with proper requests for information from an authorized representative of the federal, state or local government.
17. **AVAILABILITY OF FUNDS:**
The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available, the contract may be terminated or the scope may be amended. A 30-day written notice will be given to the vendor and there shall be no penalty nor removal charges incurred by the City.
18. **VENUE**
Both parties agree that venue for any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.
19. **CONTRACT ADMINISTRATION**
Administration of this Contract, on behalf of the City of El Paso, is the responsibility of Ms. Monica E. Vera, C.P.M., Purchasing Department, or her designee. Ms. Vera can be reached by telephone at (915) 541-4234 or by FAX at (915) 541-4347. Correspondence should be addressed to: The City of El Paso, Purchasing Department, Attn: Monica E. Vera, C.P.M., P O. Box 1919, El Paso, TX 79999-1919. Please refer to Bid Number or Contract Number in all correspondence.
21. **LIABILITY INSURANCE [REV. 03/97]**
For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas public liability insurance a) covering contractor and its employees in the amount of \$500,000 and b) for the protection of the general public and the City in the amount of \$1,000,000 per occurrence for bodily injury or wrongful death and \$1,000,000 per occurrence for property damage.
- With respect to the above required insurance, the City of El Paso and its officers and employees shall be named as additional insureds as their interests may appear. The City shall be provided with 60 days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least 15 days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing Department
Attn: Contract 2005-009R
PLAZA THEATRE CENTRE OPERATIONS MANAGER
2 Civic Center Plaza
El Paso, Texas 79901

Failure to submit insurance certification may result in contract cancellation.

REPRESENTATIONS AND CERTIFICATIONS

1. REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENT:

By submitting this offer, the offeror:

- a. Represents that to the best of its knowledge they are not indebted to the City of El Paso.
The City will consider any outstanding indebtedness to the City, including delinquent property taxes, a factor in evaluating the responsibility of the offeror;
and
- b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation.
- c. Acknowledges that it has read and understands the requirements of the specifications and all other provisions of this solicitation.
- d. Certifies that during the term of any contract awarded, it will comply with the Fair Labor Standards Act including Section 206 concerning federal minimum wage requirements.

2. NOTICE TO OFFERORS

The City of El Paso Purchasing Department does not maintain an automated list of current vendors. However, every effort is made to assure that interested parties are mailed copies of appropriate solicitations, we cannot, however, guarantee 100% accuracy.

All City Formal Solicitations are advertised in **THE EL PASO TIMES**, with the advertisements appearing every Tuesday. All solicitations are advertised twice, with the first advertisement appearing at least two weeks prior to the due date for the offers. It is recommended that interested parties check the **TIMES** every Tuesday morning, and call the City of El Paso, Purchasing Department at [915] 541-4321 and ask that the specific solicitations, in which you are interested, be mailed to you.

3. REQUIRED FORMS:

All offerors are requested to complete the following forms:

FORMS APPEAR ON THE FOLLOWING PAGES

PLEASE Complete the following forms, and return them to the City of El Paso

FOR OFFICE USE:

___ Add

___ Delete

___ Change

___ Update

CITY OF EL PASO
PURCHASING DEPARTMENT
P.O. BOX 1919
EL PASO, TEXAS 79999

FAX #(915) 541-4347
TELEPHONE # (915) 541-4179

Vendor Number

PLEASE TYPE OR PRINT1. BUSINESS MAILING ADDRESS: (All Offers, Purchase Orders and Correspondence)

Business Name

Street, P.O. Box, Suite, Etc.

City	State	Zip	Telephone	Fax	E-mail
------	-------	-----	-----------	-----	--------

2. REMITTANCE ADDRESS:

Name

Address

City	State	Zip	Telephone	Fax	E-Mail
------	-------	-----	-----------	-----	--------

3. PHYSICAL ADDRESS IF DIFFERENT:

Name

Address

City	State	Zip	Telephone	Fax	E-Mail
------	-------	-----	-----------	-----	--------

- | | | |
|----|---|---|
| 4. | <input type="checkbox"/> _ Manufacturer or Producer | <input type="checkbox"/> _ Disadvantaged Business Enterprise |
| | <input type="checkbox"/> _ Wholesaler | <input type="checkbox"/> _ Asian - Pacific American |
| | <input type="checkbox"/> _ Retailer | <input type="checkbox"/> _ Black American |
| | <input type="checkbox"/> _ Franchised Distributor | <input type="checkbox"/> _ Hispanic American |
| | <input type="checkbox"/> _ Factory Representative | <input type="checkbox"/> _ Native American |
| | <input type="checkbox"/> _ Other _____ | <input type="checkbox"/> _ Woman Owned Business |
| | <input type="checkbox"/> _ Large Business | <input type="checkbox"/> _ Handicapped |
| | <input type="checkbox"/> _ Small Business | <input type="checkbox"/> _ Local Business Enterprise |
| | | <input type="checkbox"/> _ HUB State Certified Historically Underutilized Business, please furnish copy of Certification. |

[SEE NEXT PAGE FOR DEFINITIONS]

DEFINITIONS:

SMALL BUSINESS CONCERN:

Less than \$1,000,000.00 in annual receipts, or fewer than one hundred [100] full time employees.

DISADVANTAGED BUSINESS ENTERPRISE:

At least fifty-one percent [51%] owned by one or more socially disadvantaged individuals, or a publicly held corporation with at least fifty-one percent [51%] of the stock owned by one or more such individuals.

WOMAN-OWNED BUSINESS:

At least fifty-one percent [51%] owned by a woman, or women, who also control and operate the business. "Control" in this context means making policy decisions. "Operate" in this context means actively carrying on day to day management

HANDICAPPED:

At least fifty-one percent [51%] owned by a person or persons with and orthopedic, otic [hearing], optic [visual], or mental impairment which substantially limits one or more of their major life activities.

LOCAL BUSINESS ENTERPRISE

A legal entity, a least fifty-one percent [51%] of which is owned by a resident, or residents of El Paso County, and which concern has been physically located within the legal boundaries of El Paso county for at least twelve [12] months.

HUB [HISTORICALLY UNDERUTILIZED BUSINESS]

A Business Enterprise, which has been granted a Certificate by the State of Texas, as an Historically Underutilized Business.

5. The City of El Paso utilizes information on Historically Underutilized Businesses (HUB), from the State of Texas Building and Procurement Commission, P.O. Box 13047, Austin, Texas 78711-3047. The City encourages you to contact the State on the HUB program, if you feel you may qualify.
6. I certify that the foregoing information is a full, true and correct statement of the facts. I understand that my failure to respond to three (3) solicitations for any one class of items could cause the City of El Paso Purchasing Office to discontinue sending solicitations for that particular class. I also understand it is my responsibility to inform City of El Paso Purchasing Office in writing of any changes to this application; i.e., change of address, change of class etc. The City of El Paso does not guarantee you will receive all solicitations in your business categories. Notices of Solicitations are posted in the Purchasing Department, at the Chamber of Commerce, El Paso Hispanic Chamber of Commerce and at The Procurement Outreach Center, as well as being published in the official designated newspaper.

Signature of Person Authorized to Sign Application

Title

Date

The City of El Paso Purchasing Department is requesting information to update their vendor records **and to fulfill IRS requirement that taxpayer identification numbers (EID or Social Security) and certification be on file with the City. Failure to provide this information may require the City to withhold 20% of payments due you or your firm and pay that amount directly to the IRS.**

CITY OF EL PASO
PURCHASING DEPARTMENT
P.O. BOX 1919

Tel. No. (915) 541-4308 EL PASO, TEXAS 79999-1919 Fax No. (915) 541-4347

BUSINESS ORDERING ADDRESS FIRM NAME:		BUSINESS BILLING ADDRESS FIRM NAME:	
ADDRESS:		ADDRESS:	
CITY/STATE:		CITY/STATE:	
TELEPHONE:	FAX:	E-Mail:	
EIN OR SSN: _____ INCORPORATED IN STATE OF: _____ ; PARTNERSHIP: GENERAL <input type="checkbox"/> OR LTD. <input type="checkbox"/> ; SOLE PROPRIETORSHIP <input type="checkbox"/> ; JOINT VENTURE <input type="checkbox"/> ; OTHER: _____.			
1. I certify under penalty of perjury that the tax identification number is correct.			
2. I certify under penalty of perjury that I am not subject to backup withholding.			
AUTHORIZED SIGNATURE _____		DATE _____	
PRINT NAME & TITLE _____			

NOTICES AND INSTRUCTIONS TO OFFERORS

1. **SIGNATURE OF OFFER BY PERSON AUTHORIZED TO SIGN**

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the OFFER portion of the SOLICITATION, OFFER AND AWARD form, or to include a substitute signed document binding the offeror, will be the basis for declaring a bid non-responsive.

2. REQUIRED NUMBER OF COPIES:

OFFER [PROPOSAL] MUST BE SUBMITTED IN ORIGINAL FORM AND 4 COPIES ONLY THOSE PAGES ON WHICH YOU ARE REQUIRED TO FILL IN PRICES, FURNISH OTHER INFORMATION, OR WHICH CALL FOR A SIGNATURE NEED BE TURNED IN AS YOUR OFFER.

3. OFFER SUBMISSION INSTRUCTIONS:

OFFER MUST BE SEALED WHEN PRESENTED TO THE PURCHASING DEPARTMENT. Offers will be received by the City of El Paso until **2:00 P.M., local time, on WEDNESDAY, OCTOBER 20, 2004, or such later date as noted in addenda. Proposals company names only will be announced.**

NOTE: **THE CITY DOES NOT PROVIDE ENVELOPES FOR THE PURPOSE OF SUBMITTING OFFERS.**

4. ADDRESSING INSTRUCTIONS:

The envelope or box containing the offer must be addressed as follows:

DIRECTOR OF PURCHASING
CITY OF EL PASO
2 CIVIC CENTER PLAZA
EL PASO, TEXAS 79901-1196

BID/RFP NO. 2005-009R - Plaza Theatre Centre Operations Manager

5. LABELING OF PROPOSALS:

The self-adhesive bid label included in the solicitation documents may be affixed to the outside of the package containing the offer. The City Purchasing Department may open any unlabeled submittal to identify it properly. Offerors may use the bid label provided to protect the integrity of their sealed bids and to fully avail themselves of the sealed bid process.

6. OFFER DELIVERY RESPONSIBILITY:

The offeror accepts all responsibility for delivering its offer to address stated above within the specified time or the offer will be considered non-responsive and will be mailed back unopened. If the envelope or box does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

7. DESCRIPTIVE LITERATURE:

Descriptive literature should be used only to support the response to the RFP.

8. OFFER DOCUMENTS, SUPPORTING LITERATURE AND RELATED DATA:
Related data, where applicable, will be made part of the bid. All documents, literature and related data submitted as an offer becomes the property of the City of El Paso.
9. ALTERNATE OFFERS:
Alternate offers may be submitted, if they meet the minimum requirements of the specifications. For full consideration, all necessary technical data will be furnished with such alternate bids so proper evaluations can be made.
10. SOLICITATION CHANGES OR CLARIFICATIONS:
Requests for changes or clarifications to this solicitation are welcomed by the Purchasing Department for its consideration, **provided the requests are made in writing.**

All requests will be mailed to the City of El Paso, Purchasing Department, ATTN: Monica E. Vera, C.P. M., PO Box 1919, El Paso, Texas 79999 - 1919 or faxed to (915) 541-4347.
11. **SOLICITATION AMENDMENTS:
ALL AMENDMENTS MUST BE TAKEN INTO CONSIDERATION WHEN PROVIDING A RESPONSE.**
12. RFP PREPARATION COSTS:
This solicitation does not commit the City of El Paso to pay any costs incurred in preparing and submitting the proposal or to contract for the services specified.
13. DEFINITION OF COMPLETE:
The word "complete" means that each proposed unit of equipment will include all appurtenances, fasteners, parts, accessories and services ordinarily catalogued.
14. ADDITIONAL INFORMATION:
For further procedural information concerning this Request for Proposals contact Monica E. Vera, C.P.M., Purchasing Department, telephone no. (915) 541-4234, FAX no (915) 541-4347.
15. ACCEPTANCE OR REJECTION OF RFPs:
The City reserves the right to accept or reject any or all RFPs, to waive all minor technicalities, and to accept the RFP determined to be the most favorable to the City.
16. TIME AND PLACE OF OPENING:
Offers will be opened and read in Council Chambers, Second Floor, City Hall, shortly after 2:00 p.m. on opening day. However, you are cautioned that offers must be received in the Purchasing Department, before the time stated.
17. NOTICE TO NONRESIDENTS:
This paragraph does not apply.
18. ROUNDING:
Except those commodities normally priced to four decimal places, bids submitted beyond two decimals will be rounded off to the nearest cent.

19. UNIT PRICES:
In the event of a discrepancy between the unit price offered, and the extension thereof, the unit price shall prevail.
20. TIE BIDS: **REV. 06/10/97**
This paragraph does not apply.
21. BID RESULTS:
Any questions concerning RFP results should be directed to the City of El Paso Purchasing Department, P. O. Box 1919, El Paso, Texas, 79999-1919.
22. BID TABULATIONS:
This paragraph does not apply.

APPENDIX "A"

FLOOR PLAN OF PLAZA THEATRE PERFORMING ARTS CENTRE

If you have the electronic version of this RFP it is by separate file.

APPENDIX B

City of El Paso and El Paso Empowerment Zone

Business Incentives

Texas Enterprise Zone Program – Texas Enterprise Zones (TEZ's) are designated in economically distressed areas of the state which include all of the El Paso Empowerment Zone and Enterprise Community. A TEZ project may be eligible for refunds of state sales and use taxes paid for building, materials, machinery and equipment of \$5,000 per employee up to \$250,000 per year. Designation lasts for five years. In order to receive this benefit, company must be located in a TEZ. Qualifying criteria are amount of capital investment, job creation, and wages.

Sales and Use Tax Exemptions - State provides up to 100% exemption on sales or use tax on direct manufacturing equipment.

Tax Abatement - On a case-by-case basis, the City will give consideration for tax abatement to projects determined necessary for economic growth within Strategic Redevelopment Zones and to targeted industries. Abatement can include a percentage of both real and personal property. Qualifying criteria are amount of capital investment, job creation, wages, and location in a strategic Redevelopment Zone and/or Significant Economic Impact.

Franchise Tax Credits for Economic Development - Credits are given for research and development expenses and payments incurred, qualified capital investments

or expenditures made, or certain new jobs created in Texas on or after January 1, 2000. The sum of the three credits cannot exceed 100% of a corporation's franchise tax liability.

Empowerment Zone Employment Credit (EZ Wage Credit) – This credit against Federal taxes up to \$3,000 for existing and new hires who lives and works in the EZ. The credit is available through December, 2009. There is no limit to the number of employees, however EZ Wage credit cannot count same wages for the Work Opportunity Credit and the Welfare to Work credits. Applicable IRS Tax form: Form 884 and Publication 954.

Empowerment Zone Increased Section 179 Deduction- Allows businesses to deduct all or part of the cost of certain qualifying property in the year they place in it service. Deduction may be up to \$20K in additional expenses increasing to \$35K for property acquired after 12/31/01. Permits a business to take a deduction for the full cost of equipment in the year that it is purchased. There is no longer a need for a tax depreciation schedule

Empowerment Zone Commercial Revitalization Deduction - Businesses that construct or rehabilitate commercial property in the Renewal Communities can deduct a portion of the costs of acquisition and rehabilitation over a shorter period of time. Can elect a deduction of half of “qualifying revitalization expenditures” (QRE) up to \$10 million for any one project in the year the building

is placed in service or can deduct all QRE pro rata over 10 years

Work Opportunity Tax Credit - Credit up to \$2,400 on Federal taxes for businesses for each new hire from groups that have high unemployment rates or other special employment needs, including youth ages 18-24 who live in an EZ, EC, RC.

For questions regarding Empowerment Zone Tax Incentives please contact the El Paso Empowerment Zone Corporation, Martin Dominguez at 915-351-1680.

Workforce Incentives - Customized Training (CT) or On-the-Job Training (OJT). CT picks up 50% of cost of training employees prior to employment (for a period of up to 6 months). OJT picks up 50% of employees salary while they are being trained on site (from 3 to 6 months). For further information please contact Javier Veloz, Upper Rio Grande Workforce Board at 915-772-2002 #275.

QUALIFICATIONS AND EXPERIENCE QUESTIONNAIRE

*INSTRUCTIONS: This questionnaire **must** be completed in full as a condition of the Proposal. Statements must be complete, accurate, and in the form requested.*

A. MINIMUM EXPERIENCE REQUIREMENTS:

In awarding a contract, the City will consider the following in determining a proposer's ability to perform:

1. Whether the proposer has been in continuous existence in the same retail/wholesale merchandise business for the last 5 years.
2. Whether the proposer has a demonstrated ability to procure and offer for sale general merchandise and specialty merchandise in a setting that incorporates innovative concepts and designs.
3. Whether the proposer has demonstrated financial responsibility.

If the proposal is to be made by a subsidiary of a parent company or corporation, such subsidiary may submit the financial statement of the parent company. Such parent company shall, however, become bound jointly with the subsidiary and, if the subsidiary is awarded the contract, the parent company shall be bound in the performance of the subsidiary. Such parent company must acknowledge its joint obligation with its subsidiary, and the proposal, when submitted, is to be accompanied by a resolution of the governing body of the parent company authorizing the obligations contained therein.

B. GENERAL INFORMATION:

1. Correct legal name and address of Proposer:
- 2.

Telephone number: _____

Fax number: _____

2. Proposer intends to operate _____ as a corporation (); general partnership (); limited partnership (); limited liability company (); joint venture (); sole proprietorship (); or other ().

If "other", Explain: _____
_____.

C. BUSINESS STATEMENT:

Proposer agrees to provide the following minimum information regarding its organization. City reserves the right to request and receive additional or supplemental information and copies of relevant organization documents and records.

CORPORATION

If a corporation or a corporation-in-information, please answer the following:

When incorporated? _____

Where incorporated? _____

Is the corporation authorized to do business in Texas?

Yes ()

No ()

If so, as of what date? _____

Provide the following information about the principal officers of the corporation and shareholders who own more than 10% of the corporation stock. (Attach an additional sheet if necessary.)

Name, Title and Address:

Name and address of agent for process in the State of Texas.

PARTNERSHIP

If a partnership, please answer the following:

Date of and state of organization: _____

General Partnership () Limited Partnership ()

Has the partnership done business in Texas?

Yes () No ()

Name and Address of each general partner:

(Name) (Address)

LIMITED LIABILITY COMPANY

If a limited liability company, please provide the following:

Name of Limited Liability Company: _____

Date and state of organization: _____

States where authorized as Limited Liability Company: _____

Member or Manager managed? _____

Name and address of each Member:

Name and address of each Manager:

JOINT VENTURE

If a joint venture, answer the following:

Date and state of organization: _____

Has the joint venture done business in Texas?

Yes ()

No ()

Name and address of each joint venture participant:

SOLE PROPRIETORSHIP

If sole proprietorship, please provide the following:

Proprietor's name in full: _____

How long in business under this company name? _____ Years.

How long in this type of business? _____ Years.

D. STATEMENT OF QUALIFICATIONS AND EXPERIENCE:

For each question that requires an attachment, please restate on the attachment the paragraph number, e.g., Attachment 4, C, and the corresponding question.)

- 1.** Are you are certified by the City of El Paso as a Disadvantaged Business or Woman-Owned Business Enterprise.

Yes ()

No ()

(Items 2-9, if additional space is required for your response, attach on separate pages.)

- 2.** Describe the nature of your experience in the operation of retail/wholesale merchandise facilities and services.

- 3.** Number of persons you currently employ in such operations:

- 4.** Names and experience of your key personnel:

- 5.** Names, addresses, and telephone numbers for landlords, if any, for all operations listed in Paragraph 2 above:

- 6.** Name, location, and dates of all retail/wholesale merchandise concession agreements (or other concession or retail lease agreements), if any, that have been terminated within the last five (5) years, for any reason, either voluntarily or involuntarily, prior to the expiration of their term; also list any judgments terminating any merchandise concession agreements operated by you within the last five (5) years. Describe the reason for early termination of any contracts by voluntary or involuntary reasons or judgments. If none, indicate "none" here _____.

- 7.** Names of your current and intended credit card affiliations:

8. Number and list the locations of retail/wholesale merchandise facilities your organization manages or operates in the El Paso Metropolitan area, if any:

9. Management and Operating Program:

- a. Provide a description of the management structure and operating plan (including staffing plan) to be used in the conduct of the operation. Describe the relationship of the local operating staff for Plaza Theatre Performing Arts Centre to the corporate operating structure, if applicable, and the degree of authority the local manager will have in relation to the corporate operating structure. Please use charts, diagrams, or descriptive materials to expand or clarify.
- b. Describe your personnel policies and training programs.
- c. Submit a resume of the on-site manager whom you propose to assign to the Plaza Theatre Performing Arts Centre operation and describe the background of any other management personnel to be assigned to the operation.
- d. Describe your customer service philosophy.
- e. Provide forecasts of anticipated revenues from sales from the Plaza Theatre Performing Arts Centre shops for the first five years of operation.
- f. Describe your proposed employee benefits package.

10. **Merchandise Lists.**

Submit a list of types of concessions and types of merchandise proposed to be offered for sale in the Plaza Theatre Performing Arts Centre.

11. Marketing Program.

Submit a description of the program Proposer proposes to use to market Plaza Theatre Performing Arts Centre, with emphasis on measures designed to optimize patronage.

E. FINANCIAL STATEMENTS:

- 1. Financial Statements.** Please provide financial statements for your organization for at least the last two (2) fiscal years as follows:

If a **publicly** held organization:

- a. Consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K.
- b. The most recent Forms 10Q since the last Form 10K was submitted.
- c. Any Form 8K's in your last fiscal year.

If a **privately** held organization:

- a. Balance sheet for your last two fiscal years certified by an independent Certified Public Accountant.
- b. Statement of income of your last two fiscal years certified by an independent Certified Public Accountant.

Management discussion and analysis of your organization's financial condition for the last two years indicating any changes in your financial position since the certified statements were prepared.

If not considered proprietary, any recent Management Letters.

- 2. Evidence of Financial Responsibility.** Submit evidence of financial responsibility. This may be a credit rating from a qualified firm preparing credit rating; or a bank reference.

The City reserves the right to confirm and request clarification of all financial information provided (including requesting audited financial statements certified by an independent Certified Public Accountant), or to request documentation of the Proposer's ability to comply with all of the requirements in the Proposal Documents. Incomplete disclosures may result in a proposal being deemed non-responsive.

3. Surety Information.

Have you ever had a bond or surety canceled or forfeited?

Yes ()

No ()

If yes, state the name of the bonding company, date, amount of bond, and reasons for such cancellation or forfeiture.

Provide information and documentation, including name of bonding company or reference, that indicates your ability to qualify for, obtain, and submit Performance and Construction Bonds that must be submitted to the City if your organization is awarded this concession privilege.

4. Bankruptcy Information.

Has the organization, corporation, partnership, or principal owners of the organization ever declared bankruptcy?

Yes ()

No ()

If yes, give details including date, court jurisdiction, amount of liabilities, and amount of assets.

F. OTHER INFORMATION:

Has the proposer, or any partner, subcontractor, joint venture participant or individual serving as an officer of the proposer been convicted of, or pleaded no contest to, a crime?

Yes ()

No ()

(If yes, attach detailed information).

G. CONDITIONS OF PROPOSAL SUBMITTED.

The City reserves the right to accept or reject any or all proposals and, to the extent permitted by law, to waive formalities. All proposals are to be prepared and submitted in accordance with the provisions of the Request for Proposals, and the City reserves the right to consider any proposals, therefore, subject to rejection as being nonresponsive to the proposal request. The City may, in its sole discretion, determine that any defect in a proposal is harmless if such defect related to an element, which is not mandatory or essential to the responsiveness of the proposal, and the City may accept the proposal in spite of the existence of a harmless defect. Any proposal received after the time and date specified shall not be considered.

H. METHOD OF AWARD:

Any selection made under this solicitation shall be made to the proposer who provides the best offer for the City based on the evaluation criteria found on page RFP-32 of the Request for Proposals. Should any evaluating factor change prior to selection, the proposer shall promptly notify the City of such change.

The City may investigate additional elements of the proposer's capacity, as it deems necessary, to determine the responsibility of the proposer and its ability to perform all work required for satisfactory completion of this project. The proposer shall furnish to the City all such information and data as requested for this purpose. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

I. SPECIAL ACKNOWLEDGEMENTS:

The undersigned hereby acknowledges and agrees that:

1. The Request for Proposals has been reviewed by the undersigned prior to the execution of this proposal.
2. The premises at the Plaza Theatre Performing Arts Centre, and plans showing the location of such premises, have been inspected by the undersigned, who has become thoroughly familiar with the premises and with the proposed method of operation;
3. The City may reject any or all proposals submitted;
4. The City may award the privilege to the Proposer that, in the sole opinion of the City, best serves the City and the public interest;
5. The decision of the City in selection of the successful Proposer shall be final, and not subject to review or attack; and
6. This proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Proposer acknowledges that the City of El Paso has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents, and authorizes release to the City of El Paso of information sought in such inquiry or investigation.

By: _____

Name: _____

Title: _____

(corporate seal, if applicable)

ATTESTED BY:

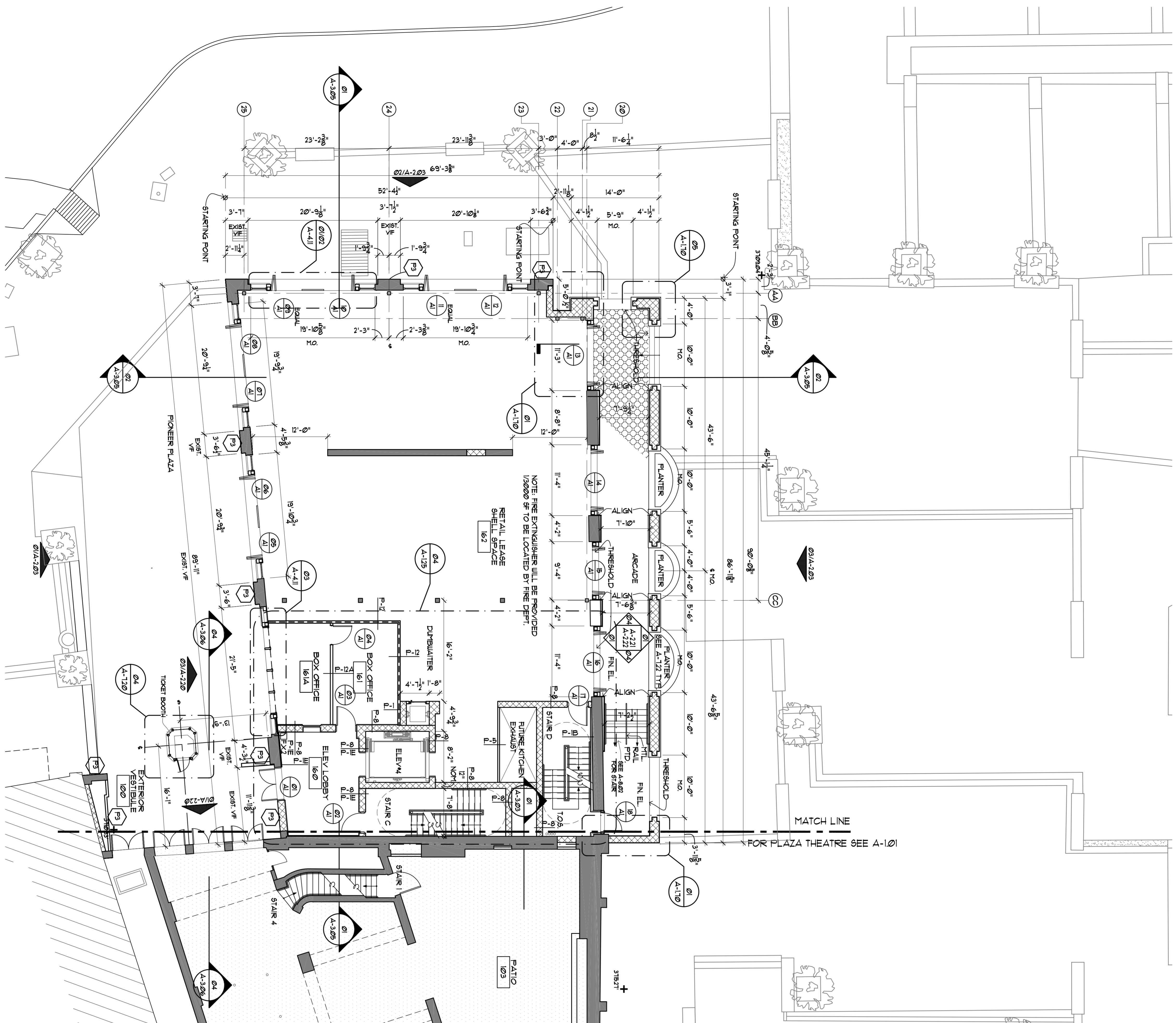
- GENERAL NOTES:
1. FOR DOOR TYPES, FRAME TYPES AND DETAILS, REFER TO A.4.02 AND A.4.04.
 2. WHERE ROOMS ARE SCHEDULED TO RECEIVE NO CEILING, PARTITION SHALL EXTEND TO STRUCTURE ABOVE UNLESS OTHERWISE NOTED.
 3. WINDOW TYPES ARE DESIGNATED ON FLOOR PLANS AS SHOWN BELOW. DRAWINGS GIVEN ARE ROUGH OR UNLESS 1/4" = 1'-0" ETC. INDICATES WINDOW TYPE SEE SHEETS A.5.14.
 4. THE FOLLOWING PLACENT INDICATES HOW TO DIMENSIONALLY LOCATE WINDOW OR METAL DOOR REAMS UNLESS OTHERWISE NOTED.
-
5. NEW REINFORCER CABINETS ARE NOTED "FXY" ON FLOOR PLANS.
 6. NEW EXCHANGERS:
 1. EXCHANGER: EXCHANGER FRAME EXCHANGER 21.308C
 2. EXCHANGER: EXCHANGER FRAME EXCHANGER 21.308C
 3. EXCHANGER: EXCHANGER FRAME EXCHANGER 21.308C
 7. FOR TYPICAL LAYOUTS, DETAILS OF TOILET BUILDING EQUIPMENT, AND LAYOUTS OF TOILET BUILDING AND TOILET ACCESSORIES, SEE SHEET A.5.14.
 8. VERIFY THE FOLLOWING UNIT RESPECTIVE TRADES:
 1. SITE AND LOCATIONS OF MECHANICAL AND/OR ELECTRICAL INSTALLATIONS.
 2. LOCATIONS FOR MACHINERY/WORK REQUIRED FOR MOUNTING MECHANICAL AND/OR ELECTRICAL EQUIPMENT.
 3. CUTTING AND PATCHING FOR WORK REQUIRED BY MECHANICAL AND/OR ELECTRICAL TRADES.

HANDRAIL NOTES:

EXIST. HANDRAIL TO REMAIN

PTD, MTL, HANDRAIL

CENTRE ANNEX FIRST FLOOR PLAN



SCALE: 1/8" = 1'-0"	02	CENTRE ANNEX BASEMENT PLAN
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THE PLAZA THEATRE
PERFORMING ARTS CENTRE

125 Pioneer Plaza

Martinez
& Johnson
ARCHITECTURE

El Paso, Texas

[illegible]

06/01/2013	SCHEMATIC DESIGN PRICING
07/02/2013	SCHEMATIC DESIGN SET
07/10/2013	10A DESIGN DEVELOPMENT SET
07/10/2013	06P DESIGN DEVELOPMENT SET
08/15/2013	BID COMBINATION SET
09/11/2013	BID SET

PRELIMINARY

DOCUMENT INCOMPLETE:

NOT INTENDED FOR
CONSTRICTION

[illegible]

TEXAS REG. NO. 17606
07 OCTOBER 2003

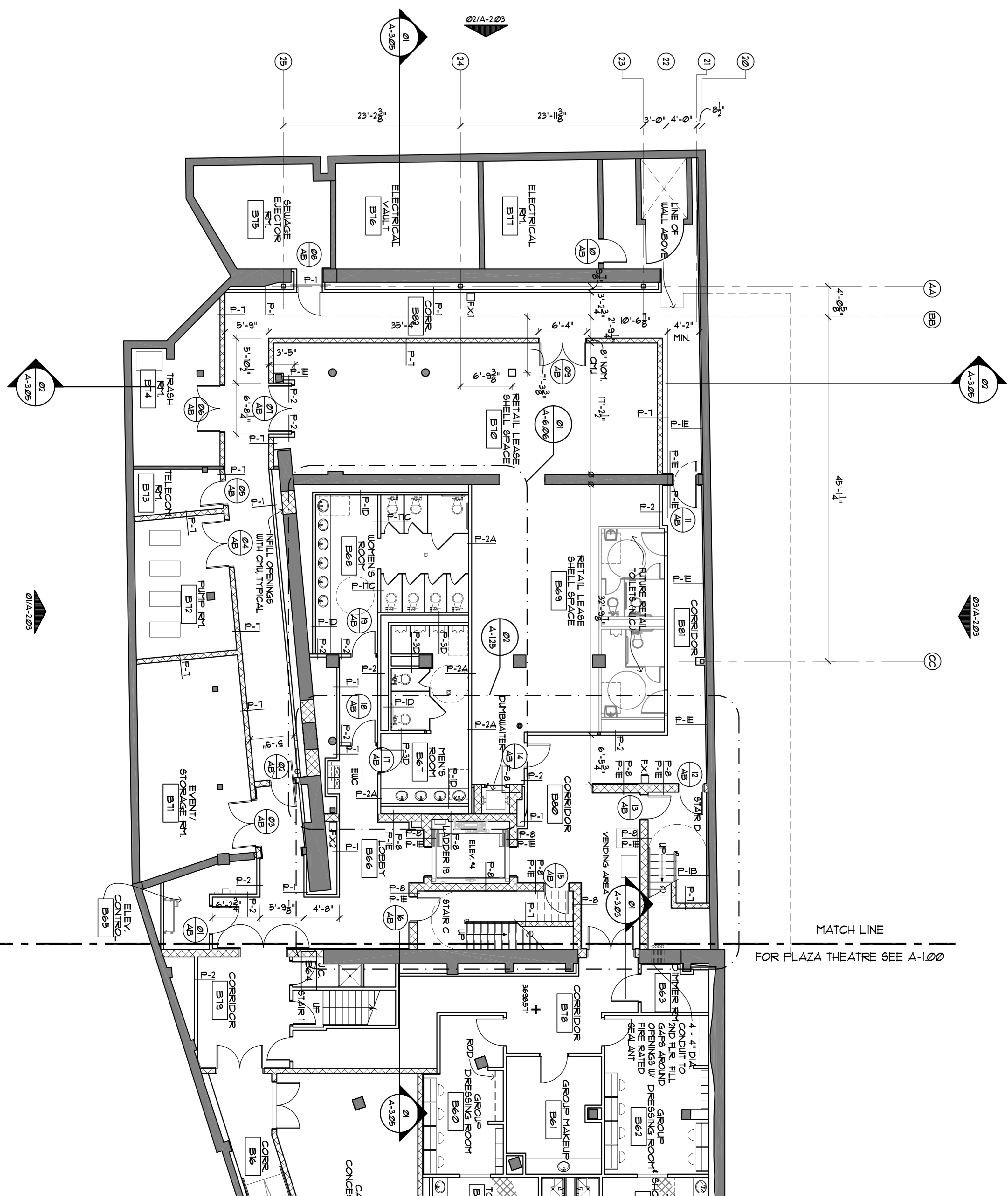
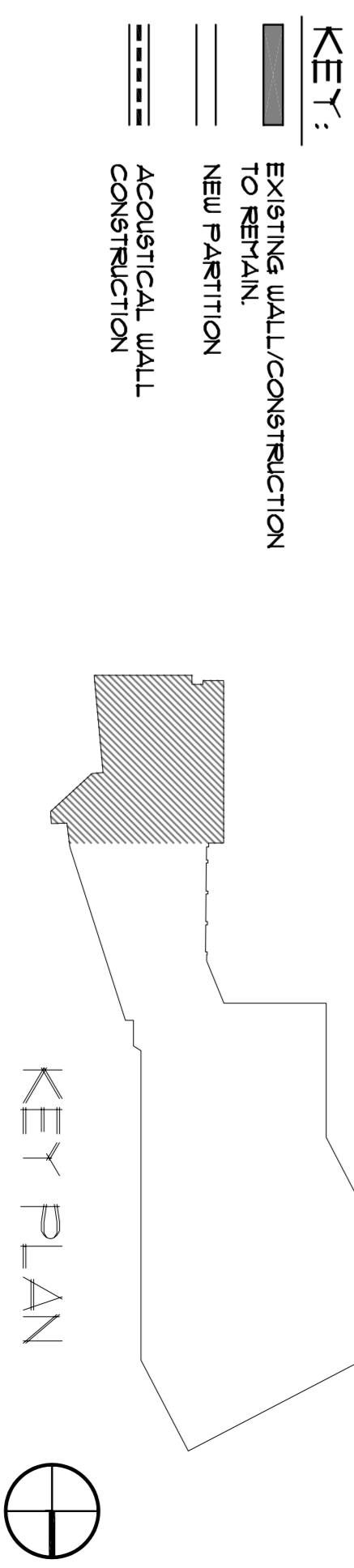
010010010000

THE CENTRE ANNEX BUILDING
BASEMENT AND FIRST FLOOR

PLANS

$$\Delta = 1.10$$

MJ/A Project No. 7233



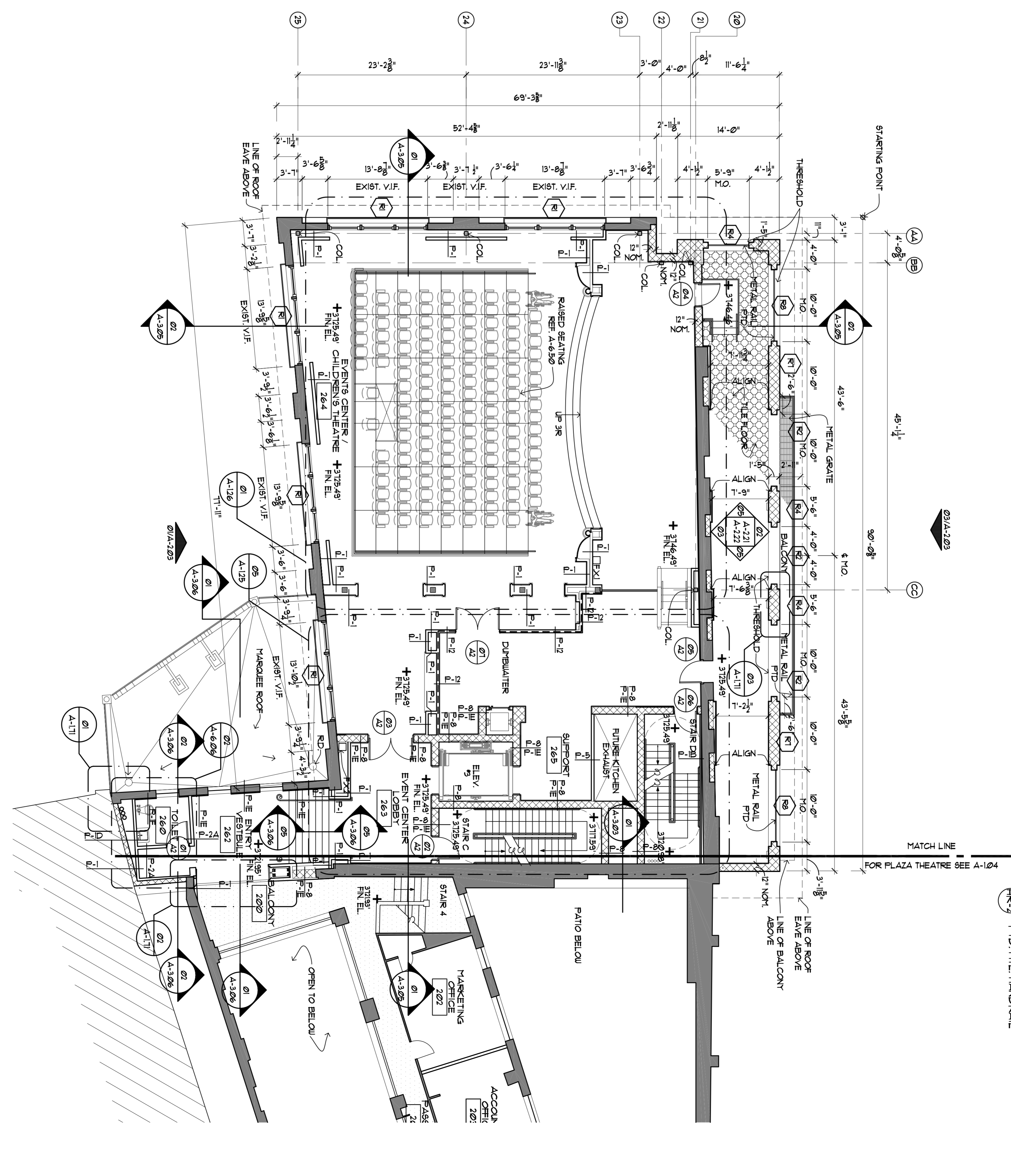
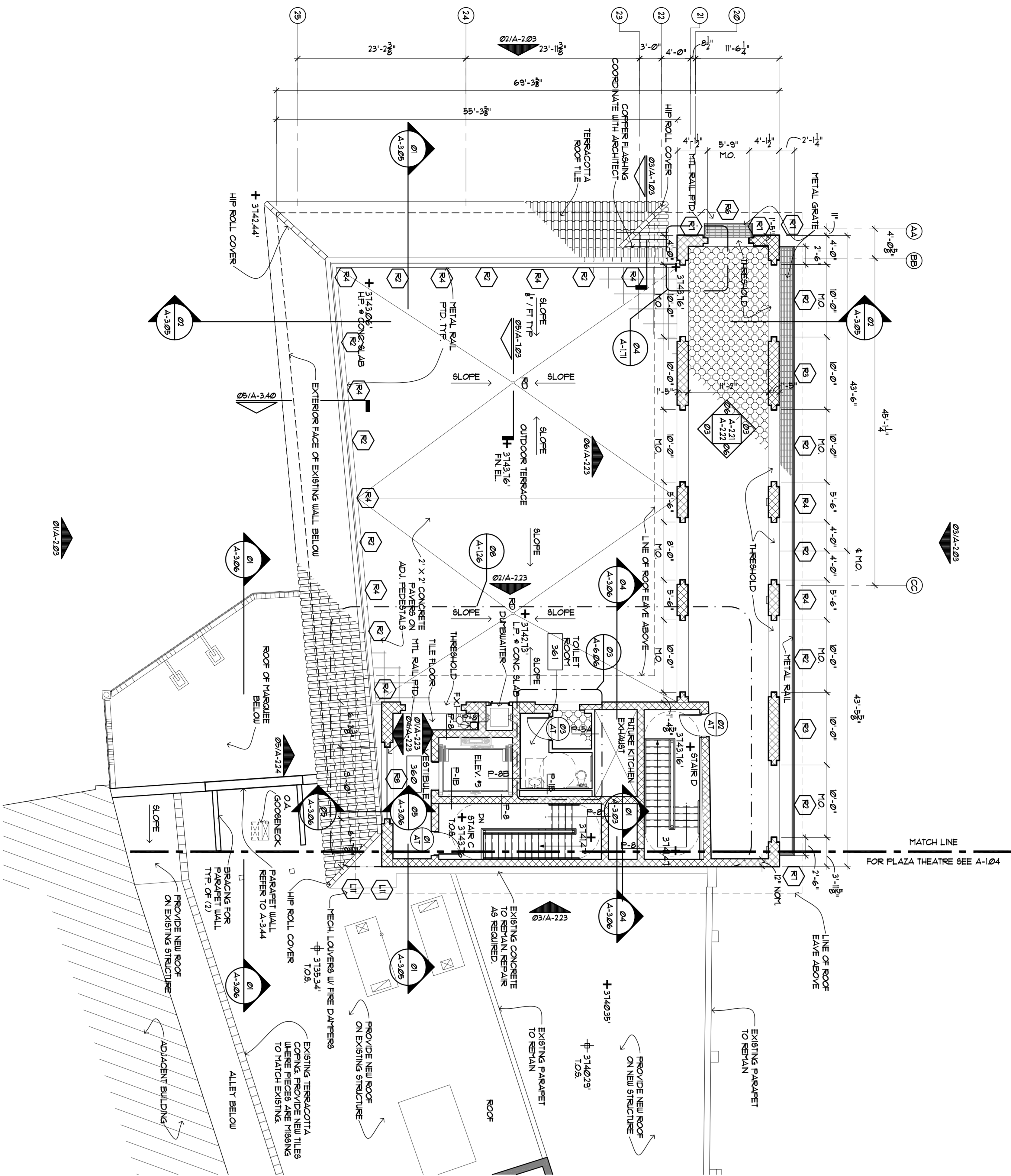
SCALE: 1/8" = 1'-0"

GENERAL NOTES:

1. FOR DOOR TYPES, FRAME TYPES AND DETAILS, REFER TO A-100 AND A-102.
2. FOR PARTITION TYPE SCHEDULE REFER TO A-500.
3. PARTITIONS SHALL EXTEND TO STRUCTURE ABOVE UNLESS OTHERWISE NOTED.
4. WINDOW TYPES ARE DESIGNATED ON FLOOR PLANS AS SHOWN BELOW DIMENSIONS GIVEN ARE ROUGH OR MASONRY OPENING (RO OR MO).
5. UNLESS OTHERWISE NOTED, UNLESS OTHERWISE NOTED.
6. NEW FIRE EXTINGUISHER CABINETS ARE NOTED "FX" ON FLOOR PLANS.
7. FIRE EXTINGUISHERS:
1. FIRE EXTINGUISHERS 2A-200C
FX2 RECESSED CABINET FIRE EXTINGUISHER 2A-200C
FOR TYPICAL MOUNTING HEIGHTS OF TOILET BUILDING EQUIPMENT AND ACCESSORIES (PUMPING FIXTURES AND TOILET ACCESSORIES) SEE SHEET AXXX
8. VERIFY THE FOLLOWING WITH RESPECTIVE TRADERS:
A. SIZES AND LOCATIONS OF MECHANICAL AND/OR ELECTRICAL PENETRATIONS.
B. LOCATIONS FOR BACKSPLASHING REQUIRED FOR MOUNTING MECHANICAL AND/OR ELECTRICAL EQUIPMENT.
C. CUTTING AND PATCHING FOR WORK REQUIRED BY MECHANICAL AND/OR ELECTRICAL TRADERS.

HANDRAIL NOTES:

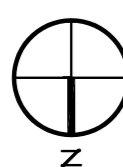
- (HR) EXIST. HANDRAIL TO REMAIN
- (HR2) FTD MTL HANDRAIL



KEY:

- EXISTING WALL CONSTRUCTION
- TO REMAIN
- NEW PARTITION
- MECHANICAL WALL
- CONSTRUCTION

KEY PLAN



CENTRE ANNEX ROOF-TOP GARDEN PLAN

SCALE: 1/8" = 1'-0"

02 CENTRE ANNEX SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

01

Author	Client	Designer	Architect
Martinez & Johnson Architecture 125 Pioneer Plaza San Antonio, TX 78201 209.371.7800	City of El Paso, Municipal Services 444 S. El Paso, TX 79901 955.414.0202	ECF International, Inc. 125 Third Street North, Ste. 210 Minneapolis, MN 55401 612.339.9588	Autista 11 North Loop West, Ste. 200 Houston, TX 77002 282.293.9044
Lundy & Parris Engineering 1405 Lamar Road, Ste. 360 San Antonio, TX 78203 209.371.7800	Fluid Systems, Inc. Post Office Box 8623 Cavallito, TX 78235 955.717.148	DL Engineering Inc. 6400 Universal Drive El Paso, TX 79902 955.544.4457	Howard & Associates 7800 Victoria Avenue El Paso, TX 79905 955.551.7611
Autista 11 North Loop West, Ste. 200 Houston, TX 77002 282.293.9044	Autista 11 North Loop West, Ste. 200 Houston, TX 77002 282.293.9044	Autista 11 North Loop West, Ste. 200 Houston, TX 77002 282.293.9044	Autista 11 North Loop West, Ste. 200 Houston, TX 77002 282.293.9044

THE PLAZA THEATRE
PERFORMING ARTS CENTRE

125 Pioneer Plaza
Martinez & Johnson
ARCHITECTURE
El Paso, Texas

REV'S	DATE	ISSUE:
01/01/01		SCHEMATIC DESIGN SET
02/01/01		SCHEMATIC DESIGN SET
03/01/01		SCHEMATIC DESIGN SET
04/01/01		SCHEMATIC DESIGN SET
05/01/01		SCHEMATIC DESIGN SET
06/01/01		SCHEMATIC DESIGN SET
07/01/01		SCHEMATIC DESIGN SET
08/01/01		SCHEMATIC DESIGN SET
09/01/01		SCHEMATIC DESIGN SET
10/01/01		SCHEMATIC DESIGN SET
11/01/01		SCHEMATIC DESIGN SET
12/01/01		SCHEMATIC DESIGN SET
01/02/01		SCHEMATIC DESIGN SET
02/02/01		SCHEMATIC DESIGN SET
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Performing Arts Centers: Partners in Downtown Redevelopment

*A Contextual Discussion for the City of El Paso, Texas &
The Plaza Theatre Performing Arts Centre*

Prepared for the
El Paso Community Foundation
March 12, 2004



David S. Green
1619 NE 4th Court
Fort Lauderdale, FL 33301
t. (954) 462-4593 f. (954) 763-2202
dsg@davidsgreen.net
www.davidsgreen.net

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Executive Summary

Introduction. This report is a focused discussion of the role performing arts centers (PACs) can play in the revitalization of downtowns and the economic lives of cities.¹ A comparative description of similar projects in four other cities is used as a launching point to place the El Paso performing arts center project in context.

- **Realistic expectations.** A guiding charge for this study was to use the factual experience of others *to project reasonable estimates* for El Paso's future PAC activity and possible impact on downtown redevelopment.
- **Conservative assumptions.** In requesting this report, the client gave specific instructions *to avoid overstating the positive possible economic impact* of El Paso's proposed PAC. To ensure a conservative and balanced analysis, therefore, certain variables throughout have been intentionally understated.
 - **Marketplace population.** This report uses the El Paso MSA 2000 census population count of about 700,000, conservatively assuming no impact from neighboring Mexico citizens. In practice, however, El Paso performing arts audiences typically include substantial numbers of patrons from Cd. Juarez, Mexico whose 2003 population was 1.4 million.
 - **PAC attendance.** To provide reasonable comparability with other PACs, El Paso attendance assumptions are based on activity in the principal historic theatre venue only. In reality, the PAC and downtown will experience substantially greater attendance and revenue activity through the Children's Theatre program, and the operation of the planned main restaurant and rooftop garden.
- **Patience required.** To achieve broad success in downtown revitalization can typically take decades. El Paso appears to be about midway into a 20- to 25-year cycle of redevelopment.

Performing Arts Centers as Lead Change Agents in Downtown Renewal. Ever since New York City's Lincoln Center development project established the model more than 40 years ago, performing arts facilities have been key partners in numerous urban redevelopment projects across the United States.

There are a number of consistent themes across projects:

- **Leadership and planning** are necessary for the rebuilding of cities and the creation of performing arts centers.
- **Baby steps lead to ever bigger steps** as cities typically begin with publicly-funded infrastructure improvements and slowly add more complex and larger projects.

¹ Beyond the scope of this report and described elsewhere are matters related to the local non-profit arts market and specifics of the planned Plaza Theatre restoration and renovation.

- **Pattern of ever-increasing economic activity resulting from location and timing of PAC development.** Upon opening, performing arts centers typically create demand for the development of restaurants and other audience-focused services. Over time, longer-term retail, commercial, and housing developments often occur due to the increased viability and livability of a neighborhood.
- **Achieving critical mass.** As partners with cities in remaking their downtowns, PAC projects are often early leaders in frequently successful efforts to revive downtowns extensively. Long-term success comes when other, varied projects are created.
- **Every city is unique.** Lessons may be learned from others, but there is no single best model for PAC development.

Cities/Performing Arts Centers Case Studies. The following four cities and performing arts center were chosen for study and comparison with El Paso:

1. Fort Worth, Texas – Nancy Lee and Perry R. Bass Performance Hall;
2. San Antonio, Texas – Majestic Theatre/San Antonio Performing Arts Center;
3. Greenville, South Carolina – Peace Center for the Performing Arts; and
4. Fort Lauderdale, Florida – Broward Center for the Performing Arts.

Summary city and PAC comparative information, followed by extensive discussions of each PAC/city, appears in the pages below.

Economic Impact of Non-Profits Arts Activity.

- Recent national statistics describe annual total economic activity in the non-profit arts sector of **\$134 billion**.
- Direct employment in the non-profit arts sector as a percentage of national employment exceeds that in the sectors of lawyers, police officers, and computer programmers, among others.
- Texas statewide is a leader nationally in linking downtown non-profit arts activity with economic redevelopment. El Paso currently lags the state average in total non-profit arts impact per capita.
- Over the next decade, El Paso could experience a total local economic impact as a result of the Plaza Theatre project of between **\$70 million and \$109 million**.

Demographic Comparison Highlights. Charts are presented illustrating select key demographic attributes of El Paso and the four subject cities.

Performing Arts Centers as Lead Change Agents in Downtown Renewal

Beginning with the planning of New York's Lincoln Center in the late 1950s, performing arts activities and facilities have played a prominent and often central role in the redevelopment of traditional downtown neighborhoods throughout the United States.

Over the last 20 years, more and more regional cities have incorporated arts facility planning in downtown redevelopment schemes. A number of consistent themes emerge from studying these projects.

Leadership and Planning

- All successful projects require substantial civic leadership. This can come from a combination of elected, business, and philanthropic leaders. Substantive downtown redevelopment planning that includes major new or renewed PAC facilities is also typically seen in successful projects.
- A typical early hurdle is the need for leaders and planners to debunk the notion that such facilities are unaffordable elitist luxuries. To the contrary, from an economic redevelopment perspective, they have proven to be necessary elements in achieving comprehensive, long-term success.

Baby Steps Lead to Ever Bigger Steps

- Major downtown renewals often begin with infrastructure improvement projects. Typically, early capital fund sources are tax-based, with no expectation of any *direct* economic return.
- Performing arts center facilities are often key elements in these multi-faceted plans. While they are seldom the initiating project, they often open in early stages of revitalization and are later credited as principal agents for having accelerated growth.

Pattern of Ever-Increasing Economic Activity Resulting From Location and Timing of PAC Development

- ***Short-term.*** During construction and through the first year of operations, most economic activity is related directly to the physical facility, having a direct impact on those who build it, work in it, and attend performances. Modest amounts of increased ancillary activity occur at this time.

- **Medium-term.** During the first three to five years after opening, major additions to restaurant capacity typically occur within the immediate neighborhood of the PAC. Other increases are often seen in lodging, parking, and, to a lesser extent, retail activity.
- **Long-term.** Ten to 20 years following opening, major initiatives in residential and commercial real estate often occur in the immediate neighborhood of the PAC. In highly successful PAC developments, real estate development projects often expand neighborhood boundaries, and spill over into adjacent neighborhoods.

Achieving Critical Mass

- PAC projects are important partners in complex redevelopment plans. But they are never isolated and must both join and be joined by numerous other activities involving the public and private sectors – alone and in joint venture partnerships.
- In qualitative terms, critical mass is achieved when a full range of commercial, residential, and entertainment activity converges in the downtown redevelopment area. High levels of consistent neighborhood activity throughout the day, evening, and days of the week are likely to take a minimum of ten years, and perhaps more than 20 years, to achieve.
- An ultimate test of success is when proportionately large numbers of new residential units are developed in the renewal neighborhood. Again, this is likely to take place only many years after the opening of performance facilities.

Every City Is Unique

- While lessons can be learned from others, every city's circumstances are unique. The overriding concept of using thoughtfully redeployed performing arts facilities as a key driver in downtown redevelopment is a proven one. The principal challenge is in devising and implementing plans that squarely address a given city's needs and goals.

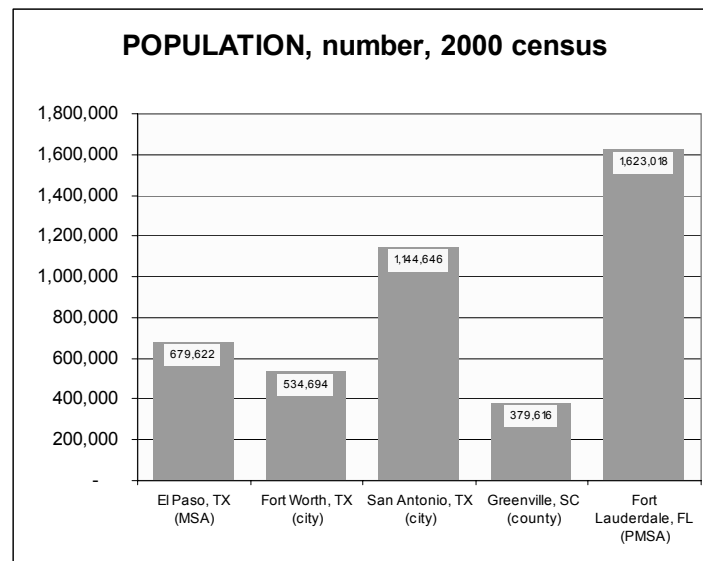
Cities/Performing Arts Centers Case Studies

Overview

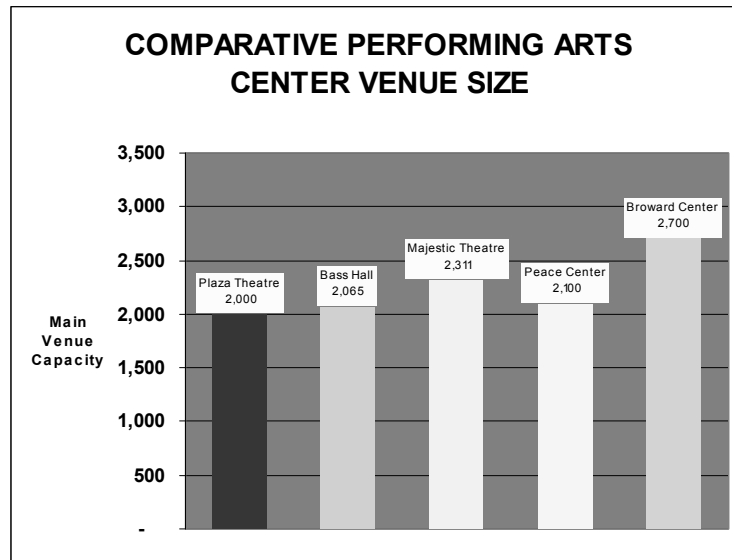
The following four cities and performing arts center were chosen for study and comparison with El Paso:

1. Fort Worth, Texas – Nancy Lee and Perry R. Bass Performance Hall;
2. San Antonio, Texas – Majestic Theatre/San Antonio Performing Arts Center;
3. Greenville, South Carolina – Peace Center for the Performing Arts; and
4. Fort Lauderdale, Florida – Broward Center for the Performing Arts.

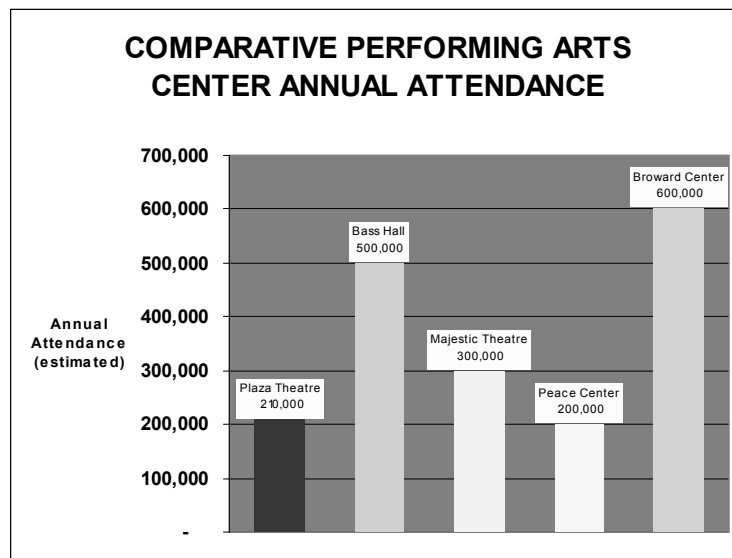
Numerous PAC projects in Texas and across the United States were considered for this analysis. These four cities were chosen because they were believed to offer a number of similar characteristics of interest for comparison with El Paso. (Detailed descriptions by city appear below beginning on page 10.)



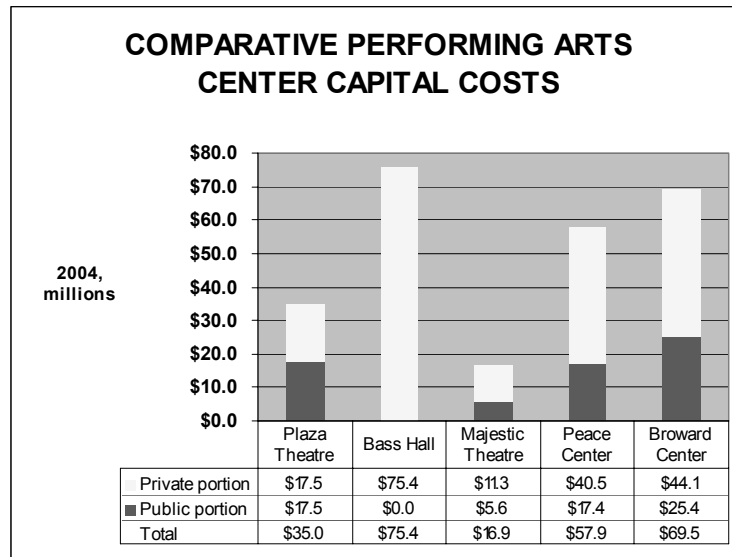
The population counts of each city are illustrated above (additional demographic data and discussion appears beginning on page 23). While Fort Lauderdale is at the high end, its center city population is quite small and one must consider all of Broward County in a proper review. Fort Worth counts do not include the larger metroplex reaching to Arlington and Dallas. El Paso does not count neighboring cross-border Mexican populations as they would be seen to unfairly skew the review.



This chart illustrates the relative similarity of the capacity of the largest venue at each performing arts center.



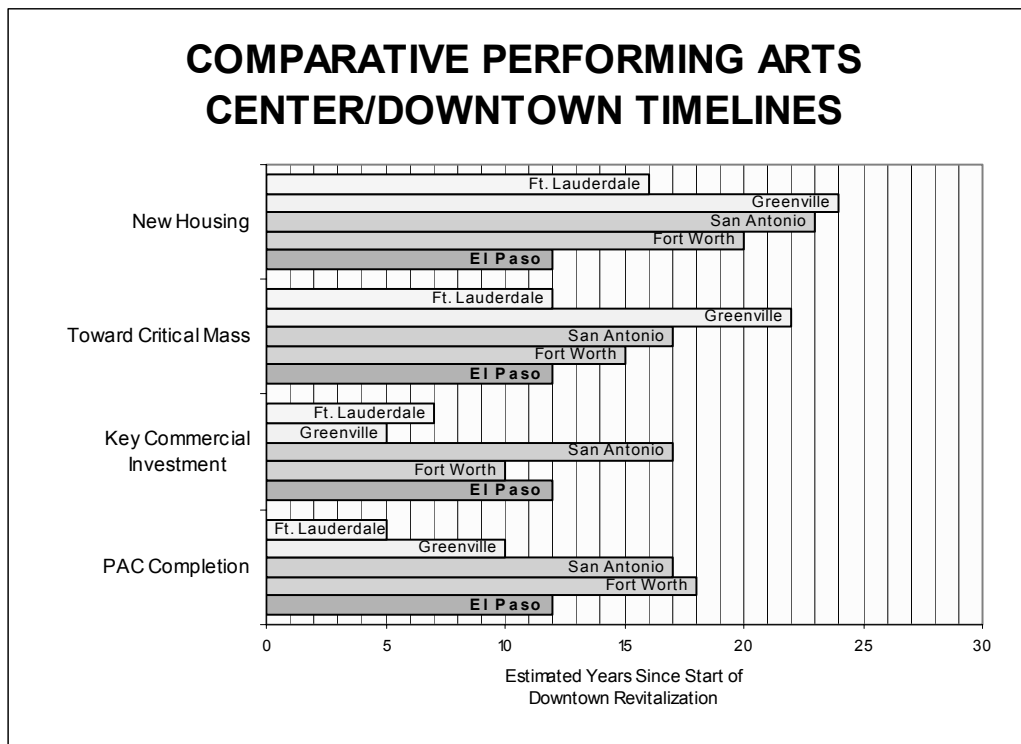
This chart illustrates annual attendance at each PAC. Note that while there is a wide range, a center of this type is financially viable with an annual paid audience in the 200,000 range. (El Paso planning estimates for the Plaza Theatre indicate annual attendance ranging from a low of 170,000 to a high of 260,000 – 210,000 is used in this report as a mid-range estimate.)



At \$35 million², the El Paso capital expenditure appears quite efficient compared with the other cities. The El Paso public sector figure of \$17.5 million is in line with the dollars spent in Greenville, the city most like El Paso in terms of size of population. Bass Hall is unique – even when viewed nationally – owing to a completely privately-funded project.

(The report continues on the next page.)

² The \$35 million figure used for comparison purposes represents the total anticipated project cost, including about \$3.5 million in “historic,” sunk costs already spent by the El Paso Community Foundation to acquire the Plaza Theatre building and undertake numerous planning and design studies.



This illustration provides a comparative overview of the time involved and key milestones achieved in the five subject downtowns and their performing arts centers. The length of each bar corresponds with an estimate of the number of years since the start of revitalization in that particular downtown to achieve each milestone. ***El Paso is represented as a contextual reference point and is shown as being twelve years into its downtown redevelopment.***

- **PAC Completion.** While Fort Lauderdale and Greenville opened their halls fairly early in their respective timelines, San Antonio and Fort Worth took 17 years or more to upgrade substantially or complete their facilities. El Paso is still on track, assuming completion of facilities within the next two to five years.
- **Key Commercial Investment.** On this measure El Paso is beyond the average, although it took ten years for major investment (independent of Bass family interests) to materialize in Fort Worth, and as many as 17 years in San Antonio.
- **Toward Critical Mass.** This measure has taken the subject cities from 12 to more than 20 years to achieve. El Paso has many more years to continue implementing plans before concerning itself with an evaluation as to its success in achieving critical mass.
- **New Housing.** Two decades passing is the norm before seeing evidence of major housing investment. El Paso, interestingly, has benefited recently from a small number of new loft-style apartments coming into the market downtown. Major additional downtown housing activity may not occur for another ten years or so.

Fort Worth, Texas/Nancy Lee and Perry R. Bass Performance Hall

Status as of 2004

Experiencing high levels of long-term positive impact.

Time frame to achieve this level: 15+ years.

Background

Downtown Fort Worth in the 1980s defined sleepy. A lone source of activity was the powerful Bass Family, which operated its far-flung commercial empire from this languishing central business district.

Change Agents

The Bass Family's vision, plan, and resources were applied to revive a particular series of architecturally important historical blocks. Called Sundance Square, today this area is lauded as a model for urban revitalization. This project is exceptional in that an entire portion of a traditional downtown was redeveloped privately. The Bass Family investment was clearly made with a long view – with low expectations for returns in the early years.

PAC as a Key Enhancement

The development of performing arts facilities in downtown Fort Worth came along somewhat later on the redevelopment timeline than did the facilities in Greenville and Fort Lauderdale. This was partly because in Fort Worth downtown revitalization planning and performing arts facility planning were occurring simultaneously throughout the 1990s – for quite some time they did not include each other.

The arts facility planners focused substantial energies on creating a performing arts center in the park-like Cultural District, a 1930s collection of cultural facilities somewhat removed from the central business district. During these years of planning for performing arts facilities, Sundance Square was slowly coming alive as an entertainment and shopping district.

When plans for performing arts facilities in the Cultural District did not materialize, Bass family interests revived the spirit of an old 1970s plan to build a performance hall downtown. With the opening of Bass Performance Hall in 1998, Sundance Square suddenly transformed from a reasonably successful downtown redevelopment project to one heralded nationally.

Toward Achieving Critical Mass

By the time of the Bass Hall opening in 1998, the downtown area had attracted scores of restaurants and bars and a small number of retailers had opened up. All-important residential projects were recently completed and underway. Also, by now the City of Fort Worth had joined in the downtown planning process, actively providing incentives to attract a larger field of development partners.

The Capstone: Residential Real Estate

About 1,500 housing units have been added since redevelopment began in earnest. As of 2004, research indicates a need for nearly 6,000 additional units – and plans for at least several hundred more are currently well advanced. There are still challenges, especially in retail – no new grocery store has yet come into the downtown area.

Other sections of downtown are also reviving in the wake of Sundance Square success. Radio Shack and Pier 1, long-time corporate headquarters downtown occupants, are developing new headquarters complexes somewhat removed from their current central business district locations.

Summary

Fort Worth's central business district went from a 1980s redevelopment pipedream to combined investments by 2004 in excess of \$1 billion. Some forecasts suggest the next 20 years could bring additional investments of at least a staggering \$3 billion. While Bass Performance Hall was not a factor in early years of downtown revitalization, its realization raised the levels of both current accomplishment and future expectation.

In Fort Worth, the development of performing arts facilities played a key supporting, rather than a leading, role in downtown's rebirth.

San Antonio, Texas/Majestic Theatre-San Antonio Performing Arts Center

Status as of 2004

Experiencing moderate levels of medium-term positive impact.

Time frame to achieve this level: 15+ years.

Background

In the early 1980s, activity of all kinds reached their lowest levels in memory in San Antonio's central business district. The downtown's forlornness contrasted sharply with the nearby Riverwalk, recently improved and on a path to becoming a major national tourist destination.

Change Agents

Then-Mayor Henry Cisneros saw an opportunity to use Riverwalk's ability to attract millions of people as a launching point for downtown renewal. In 1981 a downtown Revitalization Master Plan was devised and implemented.

Infrastructure First

A major piece of the redevelopment plan was a \$50 million streetscape project. As in most other successful downtown rehabilitations, this program to upgrade infrastructure and overall attractiveness came first and was driven by the public sector.

PAC as a Leading Project

Two existing theaters on downtown San Antonio's main thoroughfare, Houston Street, were designated early on as a performing arts component of a revitalized downtown. Planning began in earnest in 1988 with the creation of The Foundation for Cultural Arts in San Antonio (a.k.a. Las Casas) which, in turn, created the San Antonio Performing Arts Center and immediately took on the task of renovating the vintage Majestic and Charline McCombs Empire Theatres.

The total project cost is approximately \$15 million. By 1998, ten years after planning had begun, three of four phases of theater renovation had been completed.

Toward Achieving Critical Mass

At the beginning of the theater redevelopment project in 1988, most buildings along Houston Street were vacant. Soon after the Majestic reopened in 1989, economic activity began to grow slowly, principally with the opening of restaurants.

It was not until ten years later, however, at the time of the completion of the majority of theater renovation and expansion, that the immediate area began to show major improvement. A national corporation, SBC Communications, relocated its headquarters to downtown San Antonio. A Real Estate Investment Trust acquired 11 buildings and began to adapt them for residential, office, and retail purposes. A new hotel and children's museum have also recently opened.

The Capstone: Residential Real Estate

As of 2004, what had been a moribund main street in 1981 was now comfortably active. One observer suggests anecdotally that occupancy of Houston Street buildings moved from only 10% to 65% or more. But this also indicates a complete turnaround is far from complete.

A small number of new residential units have been added in recent years. As of mid-2003, 300 units were coming on line and forecasters expect 200 to 300 additional downtown residential units per year in the foreseeable future.

A 2001 Strategic Plan for Enhanced Economic Development for San Antonio framed the challenges for the future by stating that the city's economy is at a crossroads – an observation that still holds true in 2004 for downtown redevelopment initiatives.

Summary

San Antonio's 20-year drive to revitalize downtown has progressed overall at a moderate pace, with important recent improvements. The Majestic Theatre's numerous events and large audiences are responsible for a core of activity on Houston Street.

Given the relatively modest state of neighborhood improvement to date, the PAC's presence is probably more important than ever as planners work toward achieving a truly vital center city.

Greenville, South Carolina/Peace Center for the Performing Arts

Status as of 2004

Experiencing high levels of long-term positive impact.

Time frame to achieve this level: 20+ years.

Background

Downtown Greenville in the 1970s was dying at the expense of expanding suburban sprawl. Like countless regional centers across the country, this onetime hub of retail activity was literally becoming a vacant shell.

Change Agents

The city government began the process of planning for redevelopment and by the mid-1980s created a Downtown Master Plan – with a goal of achieving a thriving downtown by the year 2000.

Infrastructure First & Public/Private Venture

Change began modestly, but typically. Committed to reviving the central business district, Greenville municipal officials set out to remake Main Street into an attractive and pedestrian-scaled area to live, work, shop, and be entertained. As in Fort Lauderdale, traffic was slowed and easy parking was introduced along Main Street. With lush landscaping and other streetscape improvements, the thoroughfare was transformed from barren and banal to verdant and charming.

Through a public/private venture, the city was an active participant in creating a luxury convention hotel, the Greenville Commons/Hyatt Regency. A planned anchor at the north end of downtown, the hotel was seen as a traffic builder, built not so much to serve a non-existent current need, but rather in anticipation of future activity. (Anecdotally, at this nascent stage in Greenville's renaissance, it appears the city's participation was an absolute requirement for that hotel project at that time.)

PAC as a Leading Project

At this stage a renewed downtown district was still much more of an idea than anything tangible. The creation of a state-of-the-art performing arts complex was viewed as the next big step forward. The eventual site was seen to serve multiple purposes: it would create a strong south anchor for downtown, while preserving some of the town's significant architectural and industrial heritage. This would be done by readapting some historically significant buildings for use as ancillary spaces of the performing arts center. The actual auditoria would consist of brand new construction.

Planning for the Peace Center for the Performing Arts began in 1985. Opening in 1990, the \$42 million project was funded with 70% private-sector support and 30% public support.

Toward Achieving Critical Mass

In the years following the Peace Center's opening, nearly 100 restaurants and more than 125 stores have opened in downtown Greenville. Others arts and educational institutions have also located in the district. The Bi-Lo center, a 17,000-seat sports and entertainment arena, is a more recent major addition to downtown.

The Capstone: Residential Real Estate

It is the recent February 2004 announcement of yet another public/private partnership that positions Greenville's remaking as an unqualified success. Along the banks of the Reedy River and using Main Street as its front door, RiverPlace is being touted as the largest single development project in the history of downtown Greenville. Already the city has spent \$14 million revitalizing Falls Park on the Reedy. The public improvement is the foundation for a first-phase \$55 million private project to include a hotel, 50 housing units, office space, and retail. Succeeding phases are slated to include additional housing units, office space, retail space, and, possibly, a movie theater and grocery stores.

All told, more than 500 new residential units are being built or planned, adding almost 40% to the existing downtown housing stock.

Summary

By all accounts, Greenville's prospects in 1980 were, on the surface, disheartening. But through careful planning, forging of public/private partnerships in virtually all key ventures, and sound, step-wise implementation of plans, Greenville was determined to remake its downtown core. It seems to have moved cautiously but firmly, accelerating the scope of successive projects.

It took a quarter century to achieve substantial success. The development of the Peace Center is heralded locally and even statewide for being a principal component of that success.

Fort Lauderdale, Florida/Broward Center for the Performing Arts

Status as of 2004

Experiencing high levels of long-term positive impact.

Time frame to achieve this level: 15+ years.

Background

By the 1980s Fort Lauderdale was old and tired. Downtown had a mediocre daytime life of business, government, and courts. By night the streets were virtually deserted. At the same time the city had made a determined effort to rid the beach area (some miles away from the central business district) of its perennial cash cow but growing civic nuisance: “spring break”. It was successful and the beach was rendered lifeless.

Change Agents

The Downtown Development Authority along with the City of Fort Lauderdale took early baby steps to bring life back to the central business district. Construction of government office buildings was encouraged. And the city rescinded a parking ban on its traditional shopping street, Las Olas Boulevard, re-establishing a pedestrian-friendly atmosphere. Another key ordinance helping both downtown and the beach was the permitting of outdoor restaurants.

Infrastructure First

In 1986 residents voted for a \$47 million general obligation bond to build downtown’s Riverwalk Park (it also included beach area improvement funds). This narrow, lushly landscaped walkway hugs the north side of the New River. Upon completion, this was little more than a lovely sidewalk in search of walkers. Years on, this forward-looking, pivotal infrastructure improvement created the literal pathways that would lead to much larger projects.

PAC as a Leading Project

For downtown the new Riverwalk was to be a physical link in the Riverwalk Arts and Entertainment District. A focal point of the new district would be the creation of the \$52 million Broward Center for the Performing Arts, which opened in the summer of 1991 (with about one-third public funds and two-thirds private funds). Other cultural facilities within the district include numerous museums and the main branch of the Broward County Library.

With the Broward Center came the ubiquitous need for directly-related services: parking and dining. New restaurants appeared quickly, many opening in nearby locations that had been vacant for years.

With the Las Olas shops at the eastern end of downtown, the office core in the middle, and the new Broward Center anchoring the western end, Fort Lauderdale’s downtown now had a chance to revive.

Toward Achieving Critical Mass

The next important key to downtown's reinvention was the commitment of the private sector. Business leader Wayne Huizenga brought a modern corporate presence to downtown with the location of Blockbuster Video's headquarters. While the company has moved on (to Texas, in fact), it established a tone that downtown Fort Lauderdale was desirable as a company headquarters location.

The Capstone: Residential Real Estate

Eighteen years later, valuations of downtown property have skyrocketed and, most important, thousands of new housing units are just coming on stream.

Summary

Bringing the downtown to where it is today was the result of putting together a delicate puzzle. Making downtown a place of choice to live and work was a primary goal of the forward looking city planners in the 1980s, and the Broward Center for the Performing Arts was an integral part of their plans. Fort Lauderdale's PAC was a clear, early force in realizing and leading to substantial improvements.

El Paso, Texas/Plaza Theatre Performing Arts Centre

Status as of 2004

Commencement of Plaza Theatre renovation pending.

Certain downtown redevelopment improvements recently completed or underway.

Background

El Paso's downtown did not die by the 1980s as did many counterparts across the country. But it was affected substantially by suburban development nonetheless. As traditional shoppers left downtown, retail establishments catered more and more to the needs of Mexican shoppers. This activity collapsed with the mid-1990s devaluation of the Mexican peso, devastating downtown El Paso's economy.

Change Agents

In response to this early 1990s downturn, the City of El Paso Planning Committee devised a comprehensive 1994 downtown revitalization plan.

Infrastructure First

As with all the cities studied, the City began with a comprehensive streetscape project. Convention center rehabilitation followed.

PAC as a Leading Project

The El Paso Community Foundation led an effort in 1986 to save the architecturally-exceptional Plaza Theatre from demolition. After 15 years of discussions and planning, in 2002 the City and the Foundation entered into a public/private partnership to create the Plaza Theatre Performing Arts Centre.

When compared with the timelines of other similar downtown projects, El Paso – at about 12 years into its downtown redevelopment cycle – appears to be comfortably on track with its performing arts center project. The City has taken important early steps towards revitalization. The renovation and operation of the Plaza Theatre could now play a key advancing role – as clearly seen elsewhere – in the redevelopment of downtown.

Toward Achieving Critical Mass

The City has completed or is just now commencing other key infrastructure improvement projects. Of particular note is the construction of the Union Plaza district mixed-use development, the largest such project to date in El Paso's history.

Of course many more and varied elements will need to occur to be able to achieve the critical mass necessary for a vital, productive, and livable downtown.

The Capstone: Residential Real Estate

A small number of loft-type units have been added to the downtown housing inventory in recent years. This is certainly a signal that developers and urban dwellers are betting that downtown El Paso has all the ingredients to become a great place to live. Again, it may take ten or fifteen years before the downtown experiences substantial activity in the creation of new housing.

Summary

Comprehensive downtown redevelopment projects across the United States have spanned literally decades. It is not uncommon for ten years to pass from the beginning of planning to the realization of the first tangible enhancements. El Paso appears to be on a “typical” track, now a decade into its 1990s redevelopment plan and with numerous city-lead improvements complete and underway.

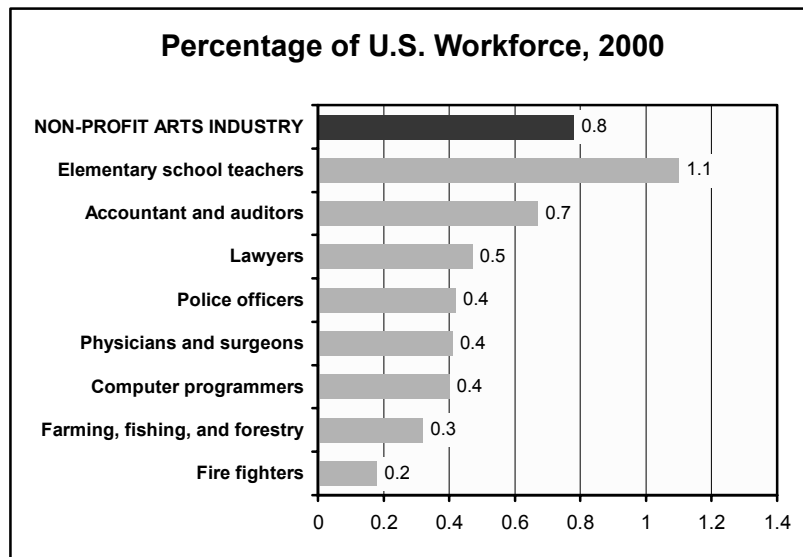
For its part, the Plaza Theatre Performing Arts Centre project, if completed within the next two to three years, will be positioned to be able to provide a series of well-timed positive impacts in the larger redevelopment of downtown El Paso.

Economic Impact of Non-Profits Arts Activity

Non-Profit Arts Economic Activity is Intrinsic to the Entire Economy

The economic impact of non-profit arts organizations and their audiences on their local communities is substantial. A landmark national study³ published in 2002 revealed the following stunning statistics:

- Non-profit arts organization annual economic activity totals \$134 billion:
 - \$53 billion is in direct spending by arts organizations;
 - \$81 billion is in event-related spending (*above paid admission*) by arts audiences.
- The industry supports nearly 5 million jobs (both direct arts jobs and indirect jobs).
- Total government revenue derived from arts activity is \$23 billion.
- While non-profit arts activity is only a fraction of the huge arts and entertainment industry, its 2 million direct jobs represent a major national work category:



- *Above the cost of admission*, non-profits arts audiences pay on average \$23.00 per person per event for items such as meals, refreshments, souvenirs, lodging, and transportation.
 - Arenas and movie theaters tend to capture almost all such ancillary spending.
 - Performing arts facilities, conversely, tend to spread much of the ancillary economic benefit to local businesses immediately adjacent to the facilities.
 - Non-resident visitors spend even more, averaging \$38.00 per person.

³ “Arts & Economic Prosperity: The Economic Impact of Nonprofit Arts Organizations and Their Audiences,” sponsored by Americans for the Arts and published in 2002, was the first comprehensive national study of its kind. Many facts referred to in this section come from that report.

Texas Leads Nationally in Embracing Non-Profit Arts for Long-Term Economic Growth and Health

A recent study on the economic impact of the arts for the State of Texas⁴ revealed the following for non-profit arts organizations statewide:

- Total expenditures (direct and indirect) amount to \$19 billion.
- Permanent jobs number 204,000.

The Texas study also linked per capita spending on the arts to success in community redevelopment, noting that areas with higher spending are also those with proven success related to downtown revitalization.

- Statewide, per capita non-profit arts impact exceeds \$900.
- The Fort Worth/Arlington PMSA tops the list at nearly \$1,900 per capita.
- San Antonio is slightly higher than the state average at nearly \$1,000 per capita.
- El Paso has historically lagged in such spending, amounting to around \$550 per capita.

A Note About Downtown Real Estate Markets

Throughout the country where downtown PAC projects are successful, real estate valuations have grown substantially.

- Fort Lauderdale, Fort Worth, and Greenville demonstrate substantial improvement in their markets.
- San Antonio appears to have realized good improvement to date, with an expectation for important continued growth.
- In Miami, Florida, where a major multi-venue performing arts center is under construction and still two years from opening, real estate values in the immediate PAC neighborhood have as much as tripled and new construction is readily observable throughout the area.

El Paso seems positioned for important downtown real estate market improvement, both in increased valuations of existing property and in new construction. (As arriving at credible estimates would require a focused study, no attempt is made in this report to quantify real estate value predictions for El Paso.)

⁴ “The Arts, Culture, and the Texas Economy,” 2000, by M. Ray Perryman, PhD.

El Paso in Context

Over a ten- to twelve-year period, the estimated total possible local economic impact generated as a result of the Plaza Theatre project could range between ***\$70 million and \$109 million.***

Special Note: The El Paso estimates provided in this section are based on extrapolations from existing national and regional studies. The information is intended to provide benchmark illustrations for understanding the possible role of the Plaza Theatre project in the economic life of the larger community. Economic impact analysis specific to El Paso would be required to develop more definitive information.

Range of Possible 10-Year Economic Impact of PAC on Downtown El Paso		
	<i>LOW ESTIMATE</i>	<i>HIGH ESTIMATE</i>
Possible Annually Recurring Economic Impact		
Plaza Theatre PAC Direct Annual Expense	\$800,000	\$1,000,000
Annual Attendance	170,000	260,000
Annual Audience Spending (\$23 per person above ticket price paid)	\$3,910,000	\$5,980,000
Total Gross Annual Impact	\$4,710,000	\$6,980,000
<i>Reduction for Transfer of Existing Chavez Auditorium Activity⁵</i>	<i>-\$2,449,200</i>	<i>-\$2,373,200</i>
Estimated Net Annual Impact	\$2,260,800	\$4,606,800
Net Annual Impact Over Ten Years of Operation	\$22,608,000	\$46,068,000
Number of Permanent Full-Time Equivalent Jobs	140	200
Possible One-Time (Current & Future) Economic Impact		
One-Time (Current & Future) Project Cost ⁶	\$31,500,000	\$31,500,000
Project Cost Economic Impact Multiplier	0.5	1.0
One-Time (Current & Future) Total Economic Impact	\$47,250,000	\$63,000,000
<i>Grand Total Possible Economic Impact</i>	<i>\$69,858,000</i>	<i>\$109,068,000</i>

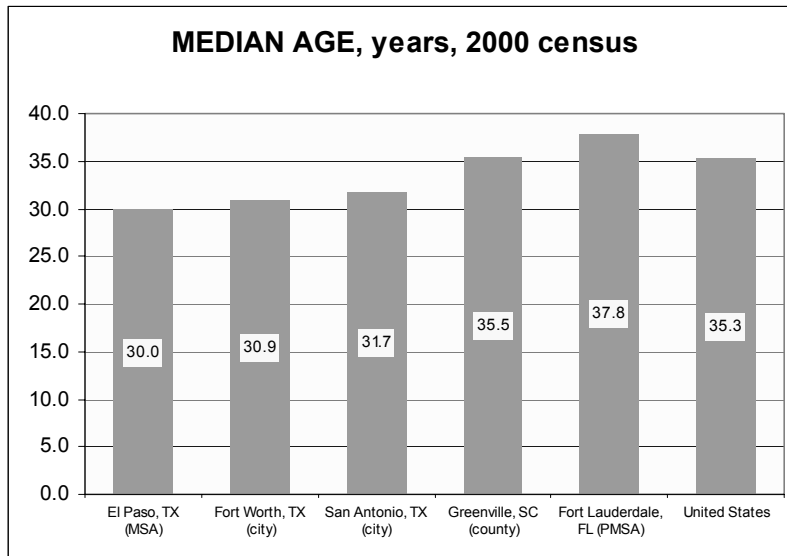
While further study is required to validate these estimates, it is clear from the magnitude of the potential economic impact that the Plaza Theatre Performing Arts Centre could play a lead role in the revitalization of downtown El Paso.

⁵ To make an approximate estimate of *net new* economic activity due to the Plaza Theatre project, it is assumed that 80% of annual paid attendance—averaging 110,000 in recent years—at Chavez Auditorium moves to the Plaza Theatre (110,000 x 80% = 88,000). By dividing 88,000 into the Plaza Theatre attendance estimates of 170,000 and 260,000, the resulting percentages, 52% and 34%, are multiplied by the Total Gross Annual Impact; the resulting product is the Reduction for Transfer amount. (The 80% number is used to ensure a conservative estimate of possible net future activity due to the Plaza Theatre PAC. This is not a prediction, however, of the possible level of future activity in Chavez Auditorium as any such analysis is beyond the scope of this report.)

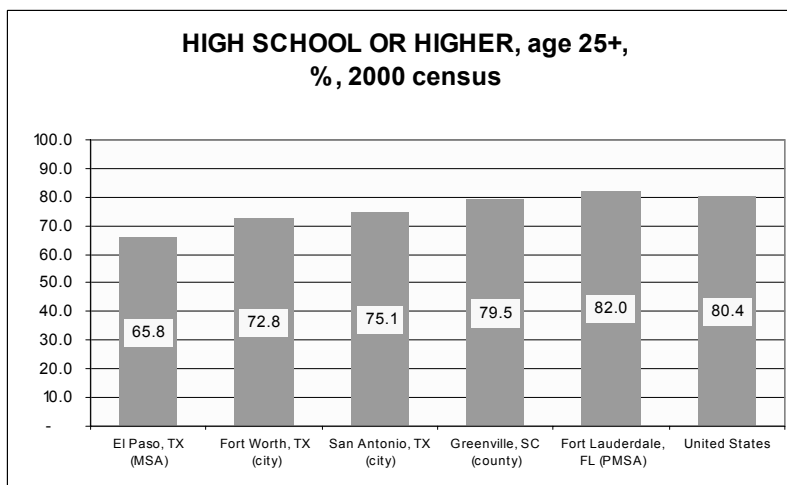
⁶ The *current and future one-time economic impact* for El Paso is assumed to be about \$31.5 million. This excludes sunk costs of more than \$3.5 million spent by the El Paso Community Foundation prior to August 1, 2002.

Demographic Comparison Highlights

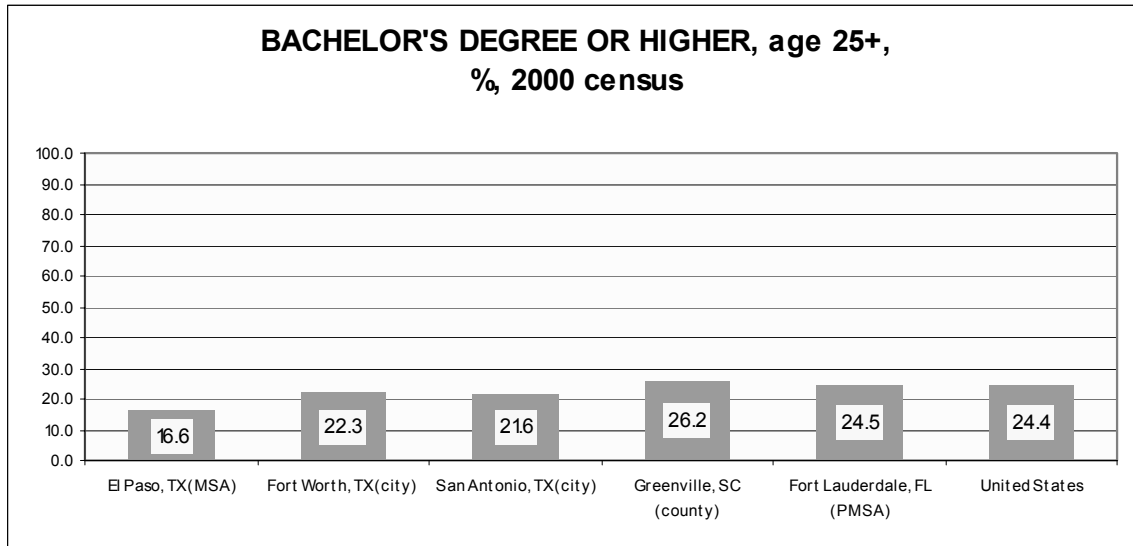
The following charts compare key demographic attributes of El Paso and the four subject cities.



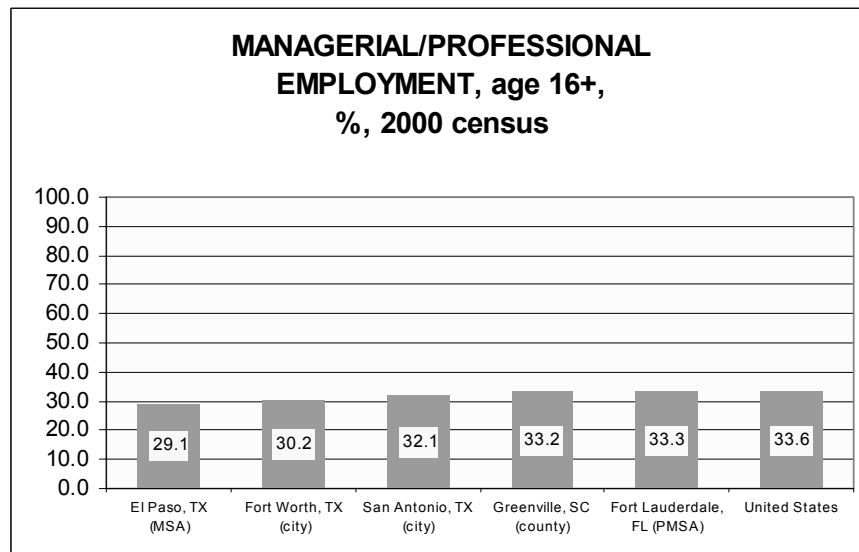
With a median age of 30.0, El Paso is the youngest of the study group overall, although the age is in line with the other Texas cities.



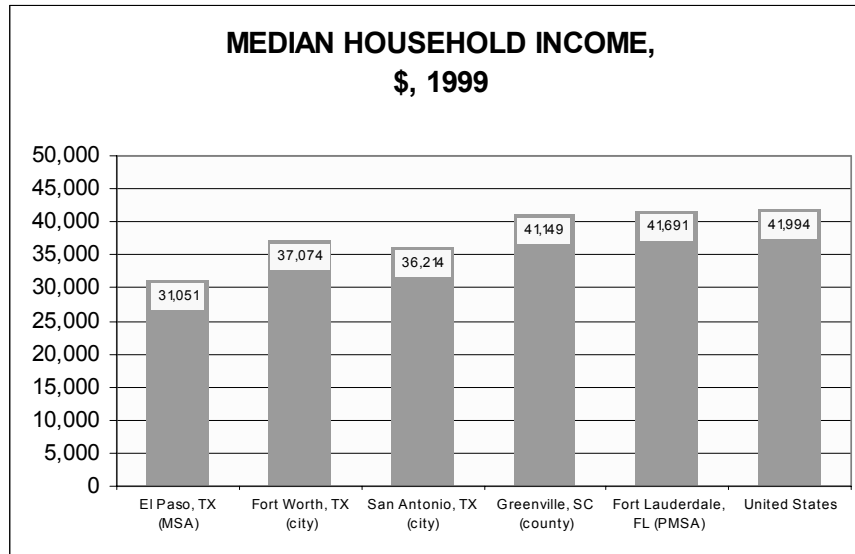
Two-thirds of El Paso's population graduated high school. This figure is low by national standards, although not substantially lower than that of Fort Worth.



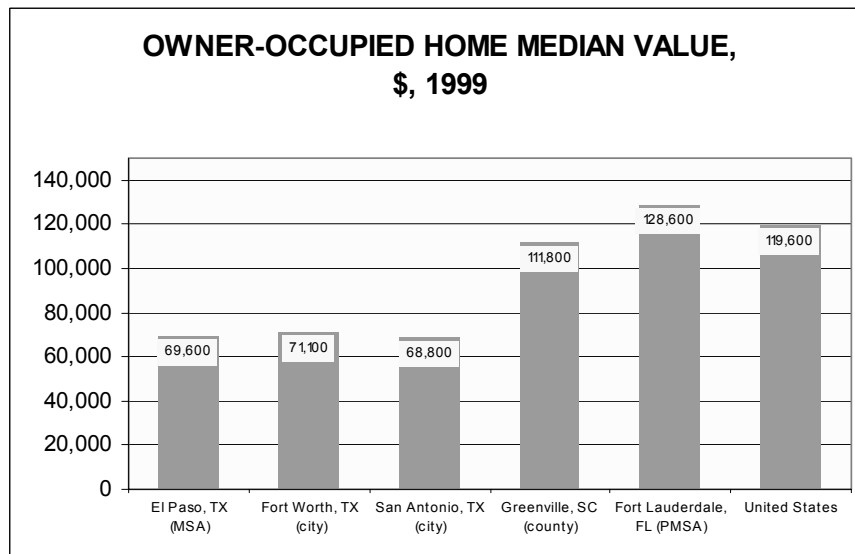
Seventeen percent of El Paso's population graduated at least a four-year college. While below the national average, its percentage is relatively close to that of San Antonio.



With nearly 30% of workers aged 16 and up employed in white-collar occupations, El Paso is on par with its Texas counterparts, although somewhat lower than the national average.



Median household income in 1999 was \$31,051, about 25% lower than the national average, and around 15% lower than the figure for San Antonio.



El Paso median owner-occupied home values in 1999 are comparable with those of other Texas cities, although they are considerably lower than the national average.

Background of David S. Green

David S. Green, president of DSG Consulting Services, has counseled non-profit organizations in planning and fund raising for two decades. Serving a variety of clients nationwide, he has been involved with 18 performing arts facilities and 11 performing arts organizations.

<i>CAREER & EXPERIENCE</i>	
DSG Consulting Services PRESIDENT <i>2000-present</i> MEMBER CURRENT CLIENTS	<ul style="list-style-type: none">□ serve leadership institutions nationally□ define problems, articulate strategies, apply tactics□ undertake and analyze strategic planning□ develop capital and annual financial models□ assess fund-raising capacity and readiness□ plan campaigns□ focus on leadership development□ Association of Fundraising Professionals□ Hobby Center for the Performing Arts Houston TX□ New Jersey Performing Arts Center Newark NJ□ Plaza Theatre Performing Arts Centre El Paso TX□ Shakespeare Theatre Company Washington DC□ The Signature Theatre Arlington VA□ Three Coasts Theatre Company Santa Monica CA
Milano, Ruff & Associates, Inc. MANAGING CONSULTANT <i>1996-2000</i>	<ul style="list-style-type: none">□ assessed campaign readiness□ directed feasibility and planning studies□ guided volunteer leader recruitment□ counseled on-going capital campaigns□ served clients nationwide
Century Rehab VICE PRESIDENT <i>1991-1996</i>	<ul style="list-style-type: none">□ co-owned this Florida-based medical staffing firm
C. W. Shaver & Company, Inc. VICE PRESIDENT <i>1983-1991</i>	<ul style="list-style-type: none">□ designed & implemented fund-raising programs□ conducted feasibility studies□ developed financial plans□ managed capital campaigns□ served national and international clients
Harvard Campaign OFFICER & FUND EXECUTIVE DIRECTOR <i>1981-1983</i>	<ul style="list-style-type: none">□ trained in capital campaign fund raising□ specialized in telethon programs□ directed numerous young alumni/ae annual funds
<i>EDUCATION</i>	
Harvard Business School <i>1986-1988</i>	<ul style="list-style-type: none">□ Master in Business Administration degree June 1988
Harvard College <i>1977-1981</i>	<ul style="list-style-type: none">□ Bachelor of Arts degree June 1981